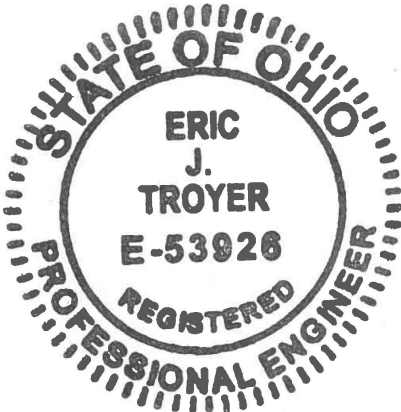


**Main Street / West North Street Intersection
Improvements**

Village of Ostrander, OH

CDBG Funded Project

June 2026



Eric J. Troyer

6/23/26

0000041867

VILLAGE OF OSTRANDER OFFICIALS

ADMINISTRATION

Joseph Proemm, Mayor

Robin Ruff, Fiscal Officer

Ryan Spitzer, Village Solicitor

COUNCIL

Amy Margraff, President of Council

David Buck

Stacye Hamby

Jeffrey Beers

Pamela Walker

Matthew Hoert

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the Mayor's Office, 19 S. Main Street, Ostrander, Ohio 43061 until 2:00 p.m. on July 8, 2026 and will be opened and read immediately thereafter for the

MAIN STREET / WEST NORTH STREET INTERSECTION IMPROVEMENTS

OPINION OF PROBABLE CONSTRUCTION COST: \$157,000.00

COMPLETION DATE: SEPTEMBER 30, 2026

This project consists of pavement resurfacing, curb work, and related roadway infrastructure improvements at the intersection of Main Street and W. North Street in Ostrander, Ohio.

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.

This contract is being funded from the United States Department of Housing and Urban Development, Community Development Block Grant Program. Davis Bacon and other federal provisions apply.

Publish: Delaware Gazette on June 24, 2026

And the Village's website at <https://ostranderohio.us/wp-content/uploads/2026/06/Notice-of-Construction-project-for-bid.pdf>

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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> .

PART 15 BUILD AMERICA, BUY AMERICA (BABA)

- 15.1 A BABA Waiver was applied to this project.

END OF SECTION 01/28/26

CDBG SUPPLEMENTARY INSTRUCTION TO BIDDERS

1. Wages and Salaries

- A. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.
- B. The rates of pay set forth under the Federal Labor Standards Provisions (Form HUD 4010) are the minimums to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

2. Equal Employment Opportunity

- A. Affirmative action to ensure Equal Employment Opportunity in Federally assisted programs is a contractual obligation required by Executive Order 11246; it is, therefore, incumbent on Bidders to review Equal Employment Opportunity regulations and requirements in preparing and submitting Affirmative Action Programs and Certifications.
- B. For projects in areas covered by Equal Employment Opportunity Goals, a Contractor/Bidder will be deemed committed to the goals of Executive Order 11246 by submitting a properly signed Bid.
- C. Prior to the award of Housing and Urban Development (HUD) assisted Contract, Contractors and Subcontractors must be approved by HUD, Area Office/Insuring Office, Equal Opportunity Division.
- D. The successful Bidder will be encouraged to solicit Bids for Subcontractors from available minority Subcontractors including circulation of Bid Invitations to Minority Contractors Associations (Executive Order 11625).
- E. Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, national origin, familial status, or handicap. See Federal Wage Rates.
- F. Attention of Bidders is also particularly called to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended and set forth in 24 CFR Part 75 for ensuring that, to the greatest extent feasible in connection with work covered by this Contract, opportunities for training and employment be made available to lower income residents of the Project Area and that Contract work be awarded to business concerns which are located in and owned in substantial part by residents of the Project Area.
- G. The Bidder's attention is called to the fact that he will not maintain or provide for employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any locations under his control where segregated facilities are maintained.
The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations under his control where segregated facilities are maintained. The Bidder agrees that a breach of this Certification will be a violation of the Equal Opportunity Clause in any Contract

resulting from the acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical Certifications from proposed Subcontractors for specific time periods) he will obtain identical Certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such Certification in his files.

3. Pre-Construction Conferences

Prior to the start of any work in this Contract, the successful Bidder as Contractor and any Subcontractor shall attend Pre-Construction Conferences. The purpose of the Conference shall be to establish methods to develop an Affirmative Action Program which will have the result of assuring there is minority group representation in all phases of the work and to apprise the Contractor and all available Subcontractors of their responsibilities and obligations regarding the Federal Labor Standards Provisions contained in the Contract Documents.

4. Equal Employment Opportunity Guidance

The following forms, instructions, and directives are furnished for the information and assistance of Bidders complying with Executive Order 11246.

5. Labor Standards Provisions Guidance

Each Bidder's attention is called to the Federal Labor Standards Provisions of the Contract Documents. Federal Labor Standards establish minimum wage rates.

6. Compliance with the Copeland Act

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

7. Access to Records

The State of Ohio, the Department of Housing and Urban Development, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

8. Records and Audits

The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Community or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Community.

9. Energy Efficiency
The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
10. Interest of Other Local Public Officials
No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
11. Interest of Contractor and Employees
The Contractor covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.
12. Debarment and Suspension
Contractor shall be in compliance with Executive Orders 12549 and 12689.
13. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
14. Solid Waste Disposal Act
Contractor shall be in compliance with Public Law 89-272 (1965, Codified at 42 U.S.C. 6901 et seq.
15. Telecommunications and Video Surveillance
Contractor shall be in compliance with Public Law 115-232.
Where telecommunications systems are installed, maintained, or integrated, the Contractor shall:
 - A. Ensure systems are capable of operating in compliance
 - B. Not implement or enable any:
 - a. Unauthorized interception
 - b. Monitoring or recording of communications without appropriate legal authorization
 - C. Ensure all systems respect privacy protections and lawful access requirements

For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#)

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BID FORMS

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

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, Delaware County, 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.

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»

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)**

CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned _____,

the duly authorized representative of _____
(hereinafter referred to as the Contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents and all of the conditions surrounding these provisions including but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of Federal Prevailing Wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, reviewing said payrolls for compliance with the Federal Wage Rates, and forwarding same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: _____
(Signature)

DATE: _____

TITLE: _____

(c) The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest: (If none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

NAME	ADDRESS	TRADE CLASSIFICATION

Date

(Contractor)

(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR

PROJECT NUMBER (If any)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CONTRACTOR'S CERTIFICATION

Name and address of Bidder (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

_____ Yes

_____ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

_____ Yes

_____ No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.

_____ Yes

_____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

_____ Yes

_____ No

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE

DATE

CERTIFICATION OF BIDDER REGARDING
SEGREGATED FACILITIES

Name of Prime Contractor

Project Name

Project Number

The undersigned hereby certifies that

- (a) No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE

DATE

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned BIDDER, _____, certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The BIDDER certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The BIDDER agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

(Signature of Bidder's Representative)

(Printed or Typed Name of Representative)

(Title of Bidder's Representative)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief that

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instruction.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

Name _____

Title _____

Date _____

SUBCONTRACTORS

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

***Please Submit Extra Sheet if Necessary**

CURRENT TOTAL WORKFORCE BREAKDOWN

COMPANY: _____ **DATE:** _____

List Total Workforce (All Employees) for the Company

Job Category	Total Employees	Female	Caucasian	African American	Spanish American	American Indian	Asian	Other
Officers/ Supervisors								
Professionals								
Technicians								
Housing/Sales/ Rental/Mgmt.								
Office/ Clerical								
Service Workers								
Journeyman								
Helpers								
Apprentices								
Trainees								
Trade:								
Trade:								
Other:								
Other:								
TOTAL:								

***List Construction Trade / Other Job Title**

Business Name			Date Completed / /
Project Name			City
EEO Officer	Telephone Number	Fax Number	Email Address

PROPOSED PROJECT WORKFORCE BREAKDOWN

Job Category	Total Employees	Female	Caucasian	African American	Spanish American	American Indian	Asian	Other	# of positions not current occupied	# of positions to be filled with SEC 3 persons
Officers/ Supervisors										
Professionals										
Technicians										
Housing/Sales/ Rental/Mgmt.										
Office/ Clerical										
Service Workers										
Journeyman										
Helpers										
Apprentices										
Trainees										
Trade:										
Trade:										
Other:										
Other:										
TOTAL:										

List ONLY the Employees that will be Working on the Project

***List Construction Trade / Other Job Title**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE
C/O	PROJECT NUMBER (If any)
	PROJECT NAME

1. The undersigned, having executed a contract with _____
for the following work:

in the amount of \$ _____ for the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract;
- (b) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended [40 U.S.C. 276a-2(a)].
- (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the Contractor for transmittal to the recipient within ten (10) days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractors, in duplicate.

The workmen will report for duty on or about _____ (date).

3. He certifies that

(a) The legal name and the business address of the undersigned are

(b) The undersigned is

- _____ (1) A single Proprietorship
- _____ (2) A Corporation organized in the State of _____
- _____ (3) A Partnership
- _____ (4) Other Organization (Describe) _____

(c) The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest (If none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

NAME	ADDRESS	TRADE CLASSIFICATION

Date

(Subcontractor)

(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL
EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER (If any)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the Owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Name and Address of Subcontractor (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

_____ Yes

_____ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

_____ Yes

_____ No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.

_____ Yes

_____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

_____ Yes

_____ No

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE

DATE

Modeled after form HUD-12

CERTIFICATION OF SUBCONTRACTOR REGARDING
SEGREGATED FACILITIES

Name of Subcontractor

Project Name

Project Number

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE

DATE

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraphs 1 through 4 of this Section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

Signature

Date

Title

SECTION 3
GENERAL CONDITIONS

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
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CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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

1.02 Terminology

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

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

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

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

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

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

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

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

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

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

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

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

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

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

5.03 Certificates of Insurance

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

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

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

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

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

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

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

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

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

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

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

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

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

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

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

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

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

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

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

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

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

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

11.02 *Allowances*

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

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

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

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

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

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

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 Notice of Defects

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

13.02 Access to Work

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

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

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

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

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

14.02 Progress Payments

A. Applications for Payments:

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

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

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

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

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

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

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

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

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer’s action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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SECTION 4
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (c) Personal and Advertising Injury (Per Person/Organization and per occurrence). \$1,000,000
- (d) Fire Damage \$100,000
- (e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

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

- (a) Split Limits:

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

or

- (b) Combined Single Limit

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

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

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

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

Add the following section:

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

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

Add the following section:

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

SC-5.05 *Owner's Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

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

Add the following section:

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

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

SC-6.09 (D) Add the following:

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

Add the following section:

SC-6.10(B) Add the following:

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

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

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

SC-6.17 *Shop Drawings and Samples*

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following section:

SC-14.02(A) (4)

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

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

10/17

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - MEDIATION/ARBITRATION

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

- 16.01 All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.
- 16.02 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 9.09 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.08 and the failure to demand arbitration within said thirty days' period will result in Engineer's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.08 will be made later than ten days after the part making such demand has delivered written notice of intention to appeal as provided in paragraph 10.05.
- 16.03 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.02 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 16.04 Except as provided in paragraph 16.05 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant, and the officers, directors, agents, employees, or consultants of any of them) who is not a party to this contract unless:

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

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

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

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

Community Development Block Grant (CDBG) Supplemental Conditions

Note: If any of these supplemental conditions are addressed in other areas of the contract documents the more stringent of the requirements will be enforced.

1. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

2. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Community shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Community, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Community for damages sustained by the Community by virtue of any breach of the Contract by the Contractor, and the Community may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Community from the Contractor is determined.

3. Termination for Convenience. The Community may terminate this Contract at any time giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Community as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

4. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

provided by the Community setting forth the provision of this non-discrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.
 - c. The Contractor will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Community's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Contractor's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Community's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Community's Department of Housing and Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
5. Civil Rights Act of 1988, as Amended. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. Section 109 of the Housing and Community Development Act, as Amended. No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. Compliance with the Copeland Act. The Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
8. Compliance with the Davis-Bacon Act. The Contractor shall comply with the Davis-Bacon Act the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
10. Compliance with §103 and §107 of the Contract Work Hours and Safety Standards Act.
 - a. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph a of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph a of this section.
 - c. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act with is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph b of this section.
 - d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a through d of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with

the clauses set forth in subparagraphs a through d of this section.

11. Reports and Information. The Contractor, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
12. Patent Rights. No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the contractor.
13. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.
14. Access to Records. Urban Development, Village of Ostrander, and Delaware County, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
15. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Community or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Community.
16. Compliance with §306 of the Clean Air Act and §508 or the Clean Water Act. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.
17. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
18. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and coded of the State and Local governments, and the Contractor shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
19. Interest of Member of the Governing Body. No member of the governing body of the Community and no other officer, employee, or agent of the Community, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

20. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
21. Interest of Contractor and Employees. The Contractor covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.
22. Changes.
- a. The Community may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by between the Community and the Contractor, shall be incorporated in written amendment to this Contract.
 - b. Change orders must be prepared by the construction inspector and/or architect/engineer. The locality must approve and authorize change orders before they are given to the contractor.
23. Personnel.
- a. The Contractor represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Community.
 - b. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
24. Assignability. The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Community thereto: Provided, however, that claims for money by the Contractor from the Community under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.
25. Supervision. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will

employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

26. Claims Against Contractor. The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fail to do so, the Owner, may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments in good faith.

27. Subcontracting.

- a. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations thereunder.
- b. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner of his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
- c. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, and after submission of all certifications as required. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

28. Time.

- a. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

- b. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- c. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

29. Completion of Work.

- a. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
- b. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

30. Work Inspection and Payment Process.

- a. Upon receiving the Notice to Proceed, the contractor must submit to the locality a cost breakdown showing the amount assigned to each portion of the work. This breakdown is not required when per unit prices form the basis of payment under the contract. This breakdown must be reviewed by the locality and the architect/engineer and used as the basis for requests for payment. This breakdown should be submitted within 10 days of the Notice to Proceed.
- b. The construction inspectors must check for quality and quantity control. Quality control must include quality tests as necessary to verify conformance with technical specifications concerning minimum quality requirements. Quantity control must include verification of in-place quantities and other records reflecting the as-built facility.
- c. Upon completion of agreed quantities of work, the contractor may submit to the locality requests for partial or progress payments. Written inspection reports must accompany the contractor's request for partial payment.

- d. Inspection reports, copies of field measurement notes, and test results used to verify contractor's periods pay estimate for partial payment should be attached and filed with the periodic estimate for partial payment.
- e. Upon receipt of certificates for partial payment and necessary documentation, the locality must check Equal Opportunity and Labor Standards compliance files to ensure that all requirements have been met.
- f. Payment to the Contractor shall be made by the Owner, according to the following schedule (as determined by community):

31. Liquidated Damages.

- a. Liquidated damages are a percentage of the contract price withheld from payment as insurance against breach of contract with respect to the payment of estimated labor costs.
- b. Partial payment to the contractor for labor performed under either a unit or lump sum price contract shall be made at the rate of ninety-two percent of the estimates prepared by the contractor and approved by the architect/engineer. All labor performed after the job is fifty percent completed shall be paid for at the rate of one hundred percent of the estimates submitted by the contractor and approved by the architect/engineer.

32. Permits. Unless otherwise stated in the Bid Documents, the Contractor is responsible for obtaining and paying for all necessary permits and licenses for the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, he/she shall promptly notify the owner in writing.

33. Insurance.

- a. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- b. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.
- c. Worker's Compensation
All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the state of Ohio.

- d. Contractor's Liability Insurance
- i. The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
 - ii. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.
 - iii. The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.
- e. Builder's Risk Insurance
- Each Contractor shall maintain insurance to protect himself and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.
- f. Installation Floater Insurance
- When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.
- g. The Policies as listed above shall all contain all the following special provisions:
- i. "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the contract owner."
 - ii. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.
 - iii. Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
 - iv. Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

Required Contract Certifications/Notifications

1. Non-Collusion Affidavit
Affidavit should state that the bid or proposal is genuine, is not done in the interest or on behalf of any unnamed person, and that the bidder has not conspired with or solicited another company to create a fake bid for comparative purpose, has not asked competitors to refrain from bidding, and has not conspired with a competitor or other company to create an unfair advantage over other bidders
2. Delinquent Property Tax Certification
Bidders must submit a statement affirming that they have no outstanding property tax liability in the county in which the locality is located. This statement must be made under oath and submitted to the locality's fiscal officer.
3. Worker's Compensation Certification
Ohio law requires bidders who operate within the state to provide workers' compensation coverage for their employees. A certificate of premium paid must be retained with the contract document.
4. Handicapped Access Certification
Upon completion of the working drawings, the architect or engineer shall execute a certification to the effect that applicable standards of accessibility by the handicapped. If the project is exempt from these standards, the basis for this exemption must be specified. This certification must be co-signed by a local official.
5. Auditor's Certification
The availability of funds for the contract must be certified by the locality's financial officer.

Bid Bonding/Guarantees

1. A bid guarantee shall be in the form of either a surety bond in the full amount of the contract or a certified check, cashier's check, or letter of credit in the amount of ten percent of the bid, and a contract bond/performance bond or letter of credit for the full amount of the contract.

POSTERS

The project site shall be posted with the following posters and information in a conspicuous place:

- A. Poster “Worker Rights”
- B. A copy of the appropriate General Wage Decision(s).
- C. Poster “Know Your Rights: Workplace Discrimination is Illegal
- D. Poster “Ohio Minor Labor Laws.”
- E. Poster “OSHA Cares”

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where workers can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved federal or state apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

866-487-9243
dol.gov/agencies/whd





Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability; pregnancy, childbirth, or related medical condition; or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

Submit an inquiry through the EEOC's public portal:
<https://publicportal.eeoc.gov/Portal/Login.aspx>

Call 1-800-669-4000 (toll free)
1-800-669-6820 (TTY)
1-844-234-5122 (ASL video phone)

Visit an EEOC field office (information at www.eeoc.gov/field-office)

E-Mail info@eeoc.gov

Additional information about the EEOC, including information about filing a charge of discrimination, is available at www.eeoc.gov.



EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1-800-397-6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at <https://ofccphelpdesk.dol.gov/s/>, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage at <https://www.dol.gov/agencies/ofccp/contact>.

PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

(Revised 6/27/2023)



MINOR LABOR LAWS

www.com.ohio.gov

Mike Dewine,
Governor

Lim Tressel,
Lt. Governor

Sheryl Maxfield,
Director

OHIO REVISED CODE CHAPTER 4109*

"MINOR" MEANS ANY PERSON LESS THAN 18 YEARS OF AGE

WORKING PERMITS: Every minor 14 through 17 years of age must have a working permit unless otherwise stated in Chapter 4109.

WAGE AGREEMENT: No employer shall give employment to a minor without agreeing with him/her as to the wages or compensation he/she shall receive for each day, week, month, year or per piece for work performed.

REST PERIOD: No employer shall employ a minor more than 5 consecutive hours without a rest period of at least 30 minutes.

LIST OF MINORS EMPLOYED: Employer shall keep a list of minors employed at each establishment and a list must be posted in a conspicuous place to which all minor employees have access.

TIME RECORDS: Every employer shall keep a time book or other written record showing actual starting and stopping time of each work and rest period. These records must be kept for two (2) years.

RESTRICTIONS ON WORKING HOURS FOR MINORS 14 and 15 YEARS OF AGE

No person under 16 shall be employed:

1. During school hours except where specifically permitted by Chapter 4109
2. Before 7 a.m. or after 9 p.m. from June 1st to September 1st or during any school holiday of 5 school days or more; or after 7 p.m. at any other time
3. For more than 3 hours a day in any school day
4. For more than 18 hours in any school week
5. For more than 8 hours in any day when school is not in session
6. For more than 40 hours in any week that school is not in session nor during school hours, unless employment is incidental to bona fide programs of vocational cooperative training, work-study, or other work-oriented programs with the purpose of educating students, and the program meets standards established by the state board of education.

RESTRICTIONS ON WORKING HOURS FOR MINORS 16 and 17 YEARS OF AGE

No person 16 or 17 who is required to attend school shall be employed:

1. Before 7 a.m. on any day that school is in session or 6 a.m. if the person was not employed after 8 p.m. the previous night
2. After 11 p.m. on any night preceding a day that school is in session.

PROHIBITED OCCUPATIONS FOR MINORS UNDER 16 YEARS OF AGE

1. All manufacturing; mining; processing; public messenger service
2. Work in freezers and meat coolers and all preparation of meats for sale (except wrapping, sealing, labeling, weighing, pricing and stocking)
3. Transportation; storage; communications; public utilities; construction; repair
4. Work in boiler or engine rooms; maintenance or repair of machinery
5. Outside window washing from window sills or scaffolding and/or ladders
6. Cooking and baking; operating, setting up, adjusting, cleaning, oiling or repairing power-driven food slicers, grinders, food choppers, cutters, bakery type mixers
7. Loading or unloading goods to and from trucks
8. All warehouse work except office and clerical
9. Work in connection with cars and trucks involving the use of pits, racks or lifting apparatus or involving the inflation of any tire mounted on a rim equipped with a removable retaining ring.

PROHIBITED OCCUPATIONS FOR MINORS 14 through 17 YEARS OF AGE

- | | |
|---|--|
| 1. Occupations involving slaughtering, meat-packing, processing or rendering | 10. Power-driven woodworking machines |
| 2. Power-driven bakery machines | 11. Coal mines |
| 3. Occupations involved in the manufacture of brick, tile and kindred products | 12. Occupations in connection with mining, other than coal |
| 4. Occupations involved in the manufacture of chemicals | 13. Logging and sawmilling |
| 5. Manufacturing or storage occupations involving explosives | 14. Motor vehicle occupations |
| 6. Occupations involving exposure to radioactive substances and to ionizing radiations | 15. Maritime and longshoreman occupations |
| 7. Power-driven paper products machines | 16. Railroads |
| 8. Power-driven metal forming, punching and shearing machines | 17. Excavation operations |
| 9. Occupations involved in the operation of power-driven circular saws, band saws and guillotine shears | 18. Power-driven and hoisting apparatus |
| | 19. Roofing operations |
| | 20. Wrecking, demolition, and shipbreaking. |

MINORS UNDER 16 YEARS OF AGE MAY NOT ENGAGE IN DOOR-TO-DOOR EMPLOYMENT UNLESS

The for-profit employer is REGISTERED with the Ohio Department of Commerce. DOOR-TO-DOOR SALES EMPLOYERS SHALL:

1. Be in compliance with all applicable Ohio and Federal laws relating to the employment of minors
2. Provide at least one supervisor who is over the age of eighteen, for each six minor employees
3. Have been and be in compliance with Ohio's Motor Vehicle Financial Responsibility, Workers' Compensation, Unemployment Compensation, and all other applicable laws
4. Require all minors to work at least in pairs
5. Not employ any minor who does not have an appropriate Age and Schooling Certificate
6. Provide each minor employee with a photo identification card
7. Not employ any minor in any door-to-door sales activity during school hours except where specifically permitted
8. Not employ minors under 16 in door-to-door sales activity before 7 a.m. or after 7 p.m.
9. Not employ minors 16 and 17 years of age in door-to-door sales activity before 7 a.m. or after 8 p.m.

*For Exceptions to Coverage See Chapter 4109.06

This is a summary of ORC 4109. This summary does not include all of the requirements for minor labor laws. Persons should refer to 4109 for specific requirements applicable to them. This information can be accessed through the Ohio Department of Commerce website at www.com.ohio.gov.

POST IN A CONSPICUOUS PLACE

For further information about Minor Labor issues, please contact: The Ohio Department of Commerce, Division of Industrial Compliance & Labor, 6606 Tussing Road, Reynoldsburg, OH 43068 Phone: 614-644-2239. TTY/TDD: 800-750-0750. An Equal Opportunity Employer and Service Provider (REV. 9/13/16)

OSHA CARES

As an employee, you have the right to:

- A safe workplace
- Speak up about safety and health concerns without retaliation
- Report an injury or illness
- Training in a manner you understand
- Be provided required safety equipment
- Request an OSHA inspection and speak with the inspector
- File a complaint with OSHA about workplace hazards
- Free safety and compliance assistance from OSHA at any time

CDBG.CF.16

THAT YOU GO HOME SAFE

**Call us at 800-321-OSHA
or visit [OSHA.gov/workers](https://www.osha.gov/workers)**



SECTION 5
SPECIFICATIONS

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION OF THE PROJECT

- A. The project is located in the Village of Ostrander, Delaware County, Ohio.

1.2 PROJECT DESCRIPTION

- A. The project consists of curb, curb ramp, & sidewalk replacement; pavement planing; surface course; signing; pavement marking; and ramp repair.

1.3 SPECIFICATIONS

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

1.4 DRAWING SCHEDULE

- A. The work to be done under this Contract is shown on the following Drawings:

<u>Title</u>	<u>Sheet No.</u>
Title Sheet	1
Typical Sections	2-3
General Notes	4
Maintenance of Details	5
General Summary	6
Plan – Main Street / West North Street Intersection	7
Intersection and Curb Ramp Details	8-9
Miscellaneous Details	10
Signing and Striping	11
Erosion Control Plan	12

END OF SECTION 011100

SECTION 011419 – USE OF SITE

PART 1 - GENERAL

1.1 GENERAL

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

1.2 USE OF STREETS

- A. During the progress of the work, the Contractor shall make ample provisions for both vehicle and pedestrian traffic on any public street and shall indemnify and save harmless the Owner from any expense whatsoever due to their operations over said streets. The Contractor shall also provide free access to all the fire hydrants, water, and gas valves located along the line of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Street intersections may be blocked only one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.
- B. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done, and may deduct the cost of such work from any monies due the Contractor under this Agreement, but the performance of such work by the Owner at its instance shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.
- C. The Contractor shall repair at no cost to the Owner, all existing roads, parking areas, grassed areas that are damaged due to the execution of his work. The Contractor shall remove daily all mud, soil and debris that may be tracked onto existing streets, drives, or walks by his equipment or that of subcontractors or suppliers.

1.3 CLOSING STREETS TO TRAFFIC

The Contractor may, with the approval of the Engineer, close streets, or parts of streets, to vehicular traffic. The streets are to remain closed as long as the construction work or the condition of the finished work requires or as determined by the Engineer. The Engineer shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time and may refuse to permit the closing of additional streets to traffic until majority of the work on the closed streets is completed and they are opened to traffic.

1.4 RIGHTS-OF-WAY

- A. Whenever it is required to perform work within the limits of public or private property or in rights-of-way, such work shall be done in conformity with all agreements between the Owner and the owners of such. Care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of

rubbish and the grading of surplus materials, and the restoration of said public or private property to the same general conditions as pertained at the time of entry for work to be performed under this contract.

- B. The Contractor shall not (except after consent from the proper parties) enter or occupy with men, tools or equipment, any land outside the rights-of-way or property of the Owner.
- C. When the Contractor performs construction within 10 ft. of a right-of-way or easement line, he shall place tall stakes properly identified at points of change in width or direction of the right-of-way or easement line and at points along the line so that at least two stakes can be seen distinctly from any point on the line.

1.5 EASEMENTS

- A. Where the work is to be constructed upon easements, such easements will be secured by the Owner without cost to the Contractor. The Contractor shall not enter upon or occupy any private property outside of the limits of the easements furnished.
- B. Care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials, and the restoration of said public or private property to the same general conditions as pertained at the time of entry for work to be performed under this contract.

1.6 PROTECTING EXISTING BUILDINGS, STRUCTURES AND ROADWAYS

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

1.7 SITE FACILITIES

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

1.8 RESTORATION

- A. On all contract items that require and include surface restoration including repairs to driveways and roads outside trench limits, an amount equal to 10% of the unit price bid for sewer and/or waterline items will be considered the value of this work.
- B. As work is completed, the payment for each contract item will be reduced by the 10% until full performance of all contract requirements.

- C. Partial release of the 10% restoration money may be made by the Engineer commensurate with his determination of the value of said work.
- D. If, in the opinion of the Engineer, the value of the restoration exceeds 10% of the contract line item, he may require a greater amount to be held but not in excess of 25%.
- E. The amount held for restoration shall not be considered retainage of completed work but rather the value of work not yet performed and therefore not eligible for payment.
- F. On lump sum items or contracts, the value of the restoration work will be determined by the approved schedule of values submitted by the Contractor.

END OF SECTION 011419

SECTION 011423 - ADDITIONAL WORK, OVERTIME

PART 1 - GENERAL

1.1 NIGHT, SUNDAY AND HOLIDAY WORK

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

END OF SECTION 011423

SECTION 013119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 PRECONSTRUCTION MEETING

- A. Prior to the Contractor beginning any work on the project, the Owner will schedule and hold a preconstruction meeting to discuss all aspects of the contract work.
- B. The Contractor shall be present and be prepared to comment in detail on all aspects of his work.
- C. The Contractor shall bring to the preconstruction meeting a proposed construction progress schedule, erosion control plan, quality control program, concrete mix designs, asphalt mix designs (JMF), etc. Approval of each by the Engineer is required prior to the start of any work.
- D. Included in the construction progress schedule shall be an implementation sequence of the proposed erosion control efforts required by the contract.

END OF SECTION 013119

SECTION 013216 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 PROGRESS SCHEDULE

- A. Immediately after signing the Contract, the General Construction Contractor shall prepare a graphic progress schedule, indicating the work to be executed during each month and the rate of expected progress to secure completion on the agreed-upon completion date. The progress schedule shall be approved by the Engineer and Owner prior to starting work on the site. Copies of such graphic progress charts, upon which has been indicated the actual progress, shall be furnished to the Engineer with each requisition for payment.

This progress schedule must follow these general time frames (may vary with project):

1. Chip seal, paving fabric and/or the leveling course must start within 7 calendar days from the date of milling.
 2. Casting adjustments and/or curb replacements must start within 7 calendar days from the completion of the chip seal, intermediate course and/or fabric.
 3. Surface course asphalt concrete must begin installation within 7 calendar days from the completion of the casting adjustments and/or curb replacement.
 4. Traffic paint, temporary or permanent must be installed within a time period as deemed adequate and desirable for each location.
- B. Should the rate of progress fall materially behind the scheduled rate of progress, and unless the delay is authorized by the Engineer, each offending Contractor shall furnish additional labor, work overtime, or take other necessary means required for completion of the work on the scheduled date. No additional compensation beyond the set Contract price shall be paid for action taken or overtime expense incurred in maintaining scheduled progress.

END OF SECTION 013216

02/01/22

SECTION 013223.02 – SURVEY AND LAYOUT DATA

PART 1 - GENERAL

1.1 REFERENCE POINTS AND STAKING

- A. The Owner shall provide engineering surveys for construction to establish reference points which, in his judgment, are necessary to enable the Contractor to proceed with the work. The Contractor shall be responsible for surveying and laying out the work and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Engineer. He shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor shall replace and accurately relocate all reference points so lost, destroyed or moved.

1.2 LAYOUT OF WORK

- A. The Contractor shall lay out his work and be responsible for correct locations, elevations and dimensions of all work executed by him under this Contract. The Contractor must exercise proper precautions to verify the figures shown on the Drawings before laying out the work and will be held responsible for any error resulting from his failure to exercise such precaution. The Contractor shall employ a competent surveyor to establish lines and grades to insure the new construction aligns with any existing work.

END OF SECTION 013223.02

SECTION 013236 – VIDEO MONITORING AND DOCUMENTATION

PART 1 - GENERAL

1.1 SCOPE

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

1.2 QUALIFICATIONS

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

1.3 PRODUCTS

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

END OF SECTION 013236

SECTION 013319.01 - FIELD TEST REPORTING

- AGGREGATE, SOILS, CONCRETE AND ASPHALT

PART 1 - GENERAL

1.1 SUMMARY

- A. The Contractor shall be responsible for the quality of all materials incorporated into the project work and shall be responsible for all costs for testing and certification of same.
- B. The Contractor shall provide the engineer with a Quality Control Plan in which his testing methods/procedures are defined. Said Plan shall meet with the approval of the Engineer and include identification of laboratories, types of testing, and the tentative amount and scheduling of each.

All certification of tests and/or gradations for material to be utilized in the work and all quality control testing shall be performed by an independent laboratory (not affiliated with, owned by, or managed by the Contractor). The laboratory shall be accredited by the AASHTO Materials Reference Laboratory for the type of testing performed.

- C. The Owner may perform field Quality Assurance testing; however, such testing shall not relieve the Contractor from the responsibility of Quality Control testing or from supplying certificates from manufacturers or suppliers to demonstrate compliance with the specifications. It is intended that the testing by the Contractor and the Owner be complimentary toward a quality project; however, the Contractor may not assume the Owner will test or that any tests will be done in lieu of the Contractor's own Quality Control testing. In the same sense, the Contractor may not rely on Owner Quality Assurance testing as a basis of acceptance or approval of his work nor may any Owner-performed testing be reflected in his submitted plan.

1.2 TEST CRITERIA

- A. The following tests at a minimum shall be included with the Contractor's Quality Control Plan in accordance with the specifications:
 - 1. Aggregates

- a. For each material and/or different source, the laboratory shall perform soundness, gradation, and other tests for all parameters specified. Aggregates incorporated into concrete or asphalt mixes shall also be tested for moisture content daily.

2. Compaction Tests

- a. Compaction tests or field density tests shall be taken on all embankment, trench backfill, subgrade, and subbase materials.

- b. Minimum testing shall be as follows:

Embankment testing shall be at least one (1) test/5,000 SF of each lift; Trench backfill testing shall be at least one (1) test/50 LF of each lift; Subgrade and/or subbase testing shall be at least one (1) test/200 LF of pavement or 5,000 SF of slabs; subject to greater frequency due to soil conditions or Engineer's direction.

- c. Proctors or relative density tests shall be performed as often as necessary for the differing soils or granular materials utilized. Proctors shall be run with a minimum of 5 points. Test reports shall show the wet (bulk) weight, dry weight, wet (bulk) density, dry density, moisture content weight and moisture content percentage. Both the dry curve and the wet curve shall be plotted.

3. Concrete Mix Design

- a. For each type of concrete, the laboratory shall perform the necessary mix design providing all test data as required by the specifications.

4. Concrete Field and Laboratory Tests

- a. The laboratory shall cast concrete cylinders and test beams:

1. One set of four cylinders per 50 CY with a minimum of two sets per day. The cylinders shall be broken: one at 7 days, two at 28 days, one at 56 days, unless otherwise directed by the Engineer.

2. One beam per 50 CY with a minimum of two beams per day.

- b. Temperature and unit weight shall be run on fresh concrete at intervals sufficient for the type of structure being placed and a minimum of once per day. Bulk weight, bucket weight, (tare), net weight, bucket factor (bucket volume) and unit weight shall be

recorded on the fresh concrete report. Show all batch weights for yield calculations. Slump and air content tests shall be taken a minimum of one test per 20 CY and at least once per day.

- c. All field and laboratory testing shall be performed by technicians certified by the American Concrete Institute (ACI) for the type of testing performed.
- d. Initial cure of all cylinders shall be in a temperature controlled cure box or temperature controlled water tank with a hi-low thermometer. Hi-low temperature readings shall be recorded on the fresh concrete report.

5. Asphalt Mix Design

- a. For each type of asphalt mix, submit job mix formula (JMF) prepared by an ODOT pre-qualified laboratory from tests performed on the aggregates proposed for use.
- b. Sample and test for gradation and bitumen content per ODOT 441.

1.3 LABORATORY REPORTS

- A. Reports of laboratory and field tests will be distributed to the Engineer, Owner, and Suppliers within 24 hours of completion.

END OF SECTION 013319.01

SECTION 013323 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 GENERAL

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

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

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

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

1.2 SUBMITTAL PROCEDURE

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

Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog

numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements.

Signature

Date

Company

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

1.3 REVIEW PROCEDURE

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

indicate action taken, and return accordingly. Compliance with specified characteristics is the Contractor's responsibility.

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

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

APPLICATION FOR USE OF SUBSTITUTE ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

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

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

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

_____ CONSECUTIVE CALENDAR DAYS

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

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

E. Signature:

Firm:

Address:

Telephone:

Date:

Attachments:

For use by ENGINEER:

_____ Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.

_____ Accepted as evidenced by included CHANGE ORDER.

_____ Not accepted as submitted. See Remarks.

_____ Acceptance requires completion of submittal as required for SHOP DRAWINGS.

_____ Not accepted. Do not resubmit.

By:

Date:

Remarks:

APPLICATION FOR USE OF "OR-EQUAL" ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

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

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

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

D. Signature:

Firm: _____

Address: _____

Telephone: _____ Date: _____

Attachments: _____

For use by ENGINEER:

_____ Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.

_____ Accepted as evidenced by included CHANGE ORDER.

_____ Not accepted as submitted. See Remarks.

_____ Acceptance requires completion of submittal as required for SHOP DRAWINGS.

_____ Not accepted. Do not resubmit.

By: _____ Date: _____

Remarks: _____

END OF SECTION 013323

SECTION 013326 – PRODUCT TESTING AND CERTIFYING

PART 1 - GENERAL

1.1 QUALITY OF MATERIALS

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

1.2 QUALITY ASSURANCE

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

1.3 EXPERIENCE CLAUSE REQUIREMENT AND PERFORMANCE BONDS FOR MANUFACTURER

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

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

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

END OF SECTION 013326

SECTION 013543 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 UNNECESSARY NOISE, DUST AND ODORS

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

1.2 SEWAGE, SURFACE AND FLOOD FLOWS

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

1.3 WORK IN FREEZING WEATHER

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

1.4 POLLUTION CONTROL

- A. It shall be the responsibility of the Contractor to prevent or limit pollution of air and water resulting from his operations.
- B. The Contractor shall perform work required to prevent soil from eroding or otherwise entering onto all paved areas and into natural watercourses, ditches, and public sewer systems. This work shall conform to all local ordinances and/or regulations, if any, and if not otherwise regulated by local ordinances or regulations shall at a minimum conform to the Ohio EPA General Storm Water NPDES Permit for Construction Activities and the Ohio Department of Natural Resources Rainwater and Land Development manual. This work may consist of but not be limited to construction and continual maintenance of silt fence, bio bag filters, sedimentation traps, stilling basins, check dams, temporary seeding, temporary mulching, erosion mats and other means to clarify waters containing suspended materials from excavations, embankments, cleared and grubbed or stripped areas, stockpiles, well points, and disposal sites and shall be commensurate with the contractor's schedule, sequence of work, means and methods. If a SWPPP plan is not required for the project, the contractor shall at a minimum submit a plan of his proposed erosion control prevention methods for approval by the Owner and/or other regulatory authorities having jurisdiction prior to starting any construction activities which may cause erosion.

- C. The Contractor shall perform work required to prevent dust attributable to his operations from entering the atmosphere. Dust on unsurfaced streets or parking areas and any remaining dust on surfaced streets shall be controlled with water and/or calcium chloride dust palliative as needed.
- D. Any material removed from sanitary or storm sewers shall be disposed in accordance with all applicable regulations.

END OF SECTION 013543

SECTION 014323 – QUALIFICATIONS OF TRADESMEN

PART 1 - GENERAL

1.1 CHARACTER OF WORKMEN AND EQUIPMENT

- A. The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey directions of the Engineer or his representative, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Engineer so orders, and shall not be re-employed unless express permission be given by the Engineer. The methods, equipment and appliances used on the work and the labor employed shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the specified time limit.

- B. In hiring of employees for the performance of work under this Contract, or any Subcontract hereunder, no Contractor or Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the State of Ohio in the work to which the employment relates. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex or color.

END OF SECTION 014323

SECTION 015136 - TEMPORARY WATER AND DISTRIBUTION

PART 1 - GENERAL

1.1 WATER

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

END OF SECTION 015136

SECTION 015213 - FIRST AID

PART 1 - GENERAL

1.1 AID TO THE INJURED

The Contractor shall keep in his office and on the work site, all articles necessary for giving "First Aid to the Injured." He shall also have standing arrangements for the immediate removal and hospital treatment of any employee or other person who may be injured on the work site.

END OF SECTION 015213

SECTION 015526 - TEMPORARY TRAFFIC CONTROL DEVICES

PART 1 - GENERAL

1.1 BARRICADES, SIGNS AND LIGHTS

- A. The Contractor shall employ watchmen on the work when and as necessary. The Contractor shall erect and maintain such strong and suitable barriers and such lights as will effectively prevent the occurrence of any accident to health, limb or property. Lights shall be maintained between the hours of one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.
- B. No manhole, trench, excavation will be left open awaiting connection or removal at a later date by the Contractor's forces or others but shall be temporarily backfilled and resurfaced if applicable with a temporary pavement passable to traffic at no additional cost to the Owner.
- C. In addition to other safety requirements, a minimum of four (4) foot high fence will be incorporated around any shaft or manhole or other excavation left open at the end of a day's work.

1.2 MAINTENANCE OF TRAFFIC

- A. The Contractor is required to provide maintenance of traffic in conformance with the Ohio Manual of Uniform Traffic Control Devices and Item 614 of the current Construction and Material Specifications of the Ohio Department of Transportation.
- B. This work shall include providing suitable and satisfactorily trained and properly attired flagmen for use at any location where existing roadway is narrowed to a width of less than 2 full lanes (18 feet).
- C. The Contractor is also responsible for maintaining local access to all residences and businesses along the route of the sewer and to provide whatever temporary materials are necessary to provide a safe, adequate drive surface.
- D. At all boring locations, Contractor shall provide suitable flashers, barricades, and traffic control devices as may be deemed necessary by the Engineer or the responsible authority in the case of the Department of Transportation, Turnpike Commission, or Conrail. This may extend to maintain facilities on a 24-hour basis until such time as the areas are completely backfilled.

END OF SECTION 015526

SECTION 016600 - PRODUCT HANDLING AND PROTECTION

PART 1 - GENERAL

1.1 DELIVERY AND STORAGE OF MATERIALS

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

END OF SECTION 016600

SECTION 016617 - MAINTENANCE

PART 1 - GENERAL

1.1 DESCRIPTION

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

1.2 RELATED SECTIONS

- A. Section 016600, Product Handling and Protection.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. The Maintenance Log shall be submitted to the Owner upon completion of the Operational Demonstration and before the start of the Warranty period.

No submittals are required by this Section, except as noted above. Maintenance schedules and practices shall conform to approved submittals required by individual Sections in the Project Manual.

PART 2 – PRODUCTS

2.1 COMPONENTS, ACCESSORIES AND REPAIR PARTS

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

2.2 SOURCE QUALITY CONTROL

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

PART 3 – EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

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

3.2 PREPARATION

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

3.3 PERFORMANCE OF MAINTENANCE

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

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

END OF SECTION 016617

SECTION 017800 - FINAL COMPLIANCE AND SUBMITTALS

PART 1 - GENERAL

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

END OF SECTION 017800

SECTION 321216 - ASPHALT CONCRETE PAVING AND MATERIALS

SECTION 1 - MATERIALS

- 1.1 The asphalt concrete mixture and installation thereof shall meet Ohio Department of Transportation (ODOT) Specifications except as modified in these specifications.
- 1.2 In the ODOT Specifications substitute "Engineer" for "Department" (except as stated below in reference to ODOT 403 for Department VA testing and acceptance).
- 1.3 No steel slag shall be used as coarse or fine aggregate for any asphalt concrete.
- 1.4 All asphalt cement utilized on this project shall meet AASHTO Provisional Standard MP1 or any superseding AASHTO specification for performance graded asphalt cement binder in conformance with PG64-22.
- 1.5 The following exceptions shall be made for the Asphalt Concrete Surface Course:
 - A. The coarse aggregate material shall be only limestone
 - B. No Recycled Asphalt Product (R.A.P.) will be permitted
- 1.6 Except where designated otherwise in the plans or specifications all asphalt concrete mixes shall be designed for medium traffic volumes. Where light or heavy traffic pavements are designated in the plan, the contractor shall use an asphalt concrete mix designed for such traffic conditions.
- 1.7 Acceptance of the mixture will be based upon the certification that the mixture was produced according to the approved JMF within the production control and composition tolerances of the specifications. The Contractor shall hire and pay for an independent testing lab approved by the Engineer to perform all sampling, testing, monitoring, analysis and certification required by the Laboratory, Monitoring Team or Department in ODOT 403 and 441. All work by the independent laboratory shall be performed by personnel with ODOT Level II Bituminous Concrete certification.
- 1.8 ODOT 401.20 - "Asphalt Binder Price Adjustment" shall not apply to this contract.
- 1.9 Monument box and valve box risers shall be East Jordan Iron Works No. 8626, No. 8631, or approved equal. The Contractor shall follow the manufacturer's recommended installation procedure. New manhole frames and grate or frame and cover shall be EJIW 1710.
- 1.10 Brick used for manhole, catch basin, or inlet basin castings adjusted to grade under ODOT 611.10 Method D.1. shall be red shale or clay sewer brick meeting the requirements of ASTM C32 sewer brick, grade SM.
- 1.11 Risers used for manhole castings adjusted to grade under ODOT 611.10 Method D.2. shall be manufactured by Manhole Systems, Model MS-101TB, or approved equal.

- 1.12 All inlets and manholes shall be adjusted to grade after installation of the intermediate course(s), if any and prior to installation of the surface course.
- 1.13 All materials delivered to this project must have been weighed on a platform scale with electronic imprinter to show gross, tare, and net weights. No payment will be made for materials which are not correctly weighed as necessary. Material weight shall not exceed the current legal allowable limit.
- 1.14 Unless specified elsewhere in the specifications, material for berms shall be limestone only. Recycled concrete and asphalt concrete will not be permitted.

SECTION 2 - PAVING EQUIPMENT

- 2.1 All spreading equipment shall be self propelled. The Contractor shall identify the make and model of the paving machine that will be used for the intermediate and surface courses for approval prior to the pre-construction meeting.
- 2.2 All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working order at all times. The Contractor shall be prepared to furnish proof of certification that all equipment to be used on the project has been calibrated within the past six (6) months.

SECTION 3 - GENERAL - PAVING

- 3.1 All paving shall be done on a single-lane basis.
- 3.2 If traffic loop detectors are encountered and broken, the Contractor is to repair as per local specifications. The cost for this work will be paid under the loop detector replacement bid item, if any; at negotiated unit prices; or by time and materials as directed by the Engineer.
- 3.3 Tack Coat, Item 407, shall be applied at the rate of from 0.05 to 0.15 gallons per square yard as appropriate for the surface conditions with sand cover if required.
- 3.4 Asphalt driveway aprons shall be matched to new pavement with 24" transition sections or as shown on the drawings or required by the Engineer. The Contractor shall install apron wedge as required in the detailed drawings.
- 3.5 Unless otherwise shown on the drawings, jointing of new to existing pavement shall be by milled butt joints six (6) feet in width (or as shown on the plans) from edge of pavement to edge of pavement. Depth of this milled area shall equal the total of subsequent intermediate course and surface course as specified.
- 3.6 One (1) copy of each hauled/weighed material truck load ticket (plant ticket) for materials incorporated in this project shall be provided to the project representative daily. All bulk materials delivered to this project must have been weighed on a platform scale with electronic imprinter to show gross, tar and net weights. No payment will be made for materials which are not correctly weighed as necessary. Material weight shall not exceed the current legal allowable limit. If a partial load is used, the Contractor's foreman and the

project representative shall confer and come to an agreement as to what portion of the product was used. The percent of material of this load, as reported by the project representative, is what shall be recorded as utilized.

- 3.7 For variable depth courses where tonnage tickets are used for determining quantities for payment, the conversion to cubic yards shall be number of tons verified and approved by the Engineer divided by 2.00 regardless of the actual density of the mix.
- 3.8 Positive drainage is to exist subsequent to the completion of the surface course. The Contractor shall take any necessary measures to assure positive drainage of the surface course. It shall be the responsibility of the Contractor to repair any low/puddled areas at his own cost by milling out the affected areas to a minimum depth equal to the nominal depth of the course being repaired and replacing with the specified asphalt concrete to grades that will correct the drainage problem.
- 3.9 Surface tolerances for all completed surface courses shall be as noted in ODOT 401.19. This tolerance shall apply regardless of whether or not an intermediate course is installed.
- 3.10 At the direction of the Engineer, periodic weight checks of asphalt concrete in loaded trucks shall be made by the Contractor and verified by the Engineer.
- 3.11 All quality control testing data performed on material incorporated into this project shall be forwarded to the Engineer for review as soon as it is available.
- 3.12 Quantity verification (but not necessarily payment quantity) for all asphalt concrete incorporated into the work shall be by weight tickets as produced by the plant or supplier or other means approved by the Engineer. Tack coat shall be verified by a ticket filled out and signed by the Contractor's tack truck driver based on weights taken or observations of level indicators. All verification tickets are required to be submitted to the Engineer on the day the material is incorporated into the work; however, the Engineer may, at his sole discretion, accept verification tickets for any items up to seven (7) calendar days subsequent to the work being performed. **After that date additional verification tickets for material will not be accepted for consideration of payment.**
- 3.13 No work is to be performed without the presence of the Engineer or his designated Project Representative. Forty-eight (48) hour advance notice of work shall be given to the Engineer and Owner by the Contractor.
- 3.14 All edges of surface courses abutting curbs or other appurtenances shall be sealed with hot AC-20.
- 3.15 The asphalt concrete, intermediate or surface course work will conform to ODOT Items 448-1 – Intermediate and Surfaces Courses and 448-2 – Intermediate Course. The paving foreman, at the Engineer's request, will be required to correctly calculate the asphalt concrete "yield." "Yield" is defined as the rate of material used, in cubic yards, in proportion to the area paved. The Contractor must be aware if he is under or over plan quantities for the area in question.

END OF SECTION 321216

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SECTION 6
STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS

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

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

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

SECTION 7
SPECIFIC PROJECT REQUIREMENTS

SPECIFIC PROJECT REQUIREMENTS

1 - CONTACT DURING BIDDING

- 1.1 All questions during bidding should be addressed to Eric Troyer, PE, at Verdantas, LLC, 6397 Emerald Parkway, Suite 200, Dublin, Ohio 43016, at (614)779-0038.

2 - CORRECTION PERIOD

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

3 - INSURANCE

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

4 - WORKING HOURS

- 4.1 No work shall be performed between the hours of 7:30 p.m. and 7:30 a.m. nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.
- 4.2 October 12, 2026 is Columbus Day, no work shall occur on this date.

5 - PAYMENTS

- 5.1 This project is being funded in whole or in part by the United States Department of Housing and Urban Development, Community Development Block Grant Program. The Contractor shall comply with all requirements of this program. In paragraph 14.02 C.1. of the General Conditions, change "ten days" to "sixty days".

6 - CDBG RECIPIENT HOLD HARMLESS

- 6.1 The Owner and Contractor agree to hold the Village of Ostrander (CDBG Recipient) harmless from and against claims, damages, losses, and expense, including but not limited to attorney's fees, arising out of or resulting from negligence or misconduct in relation to the work defined in the contract.

7 - PROJECT COMPLETION

- 7.1 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.

8 - ASPHALT GRINDINGS

- 8.1 All grindings shall remain the property of the Owner. The Contractor, at no additional expense to the Owner, shall stockpile this material at a location to be determined by the Owner.
- 8.2 The contractor shall deliver the asphalt pavement millings (Item 254) to the Village of Ostrander Wastewater Plant. The access drive is located on Ostrander Road just south of 4290 Ostrander Road. The millings shall be stockpiled at a location on the plant site as directed. The cost for this work shall be included in Item 254, Pavement Planning Asphalt Concrete.

END OF SECTION

SECTION 8
PREVAILING WAGE RATES

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
 - iv **Required disclosures and access**
 - A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its procurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;

D. A contractor’s assignee(s);

E. A contractor’s successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DAVIS-BACON FEDERAL WAGE DECISION

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this contract shall be paid the prevailing wage established by the U.S. Department of Labor under the Davis-Bacon and related Acts. This shall occur regardless of any contractual relationship which may be said to exist between the Contractor and any individual or any Subcontractor and any individual.

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

Prevailing Wage Orientation Meeting

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

Online Fillable WH-347 Form

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

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

Wage and Hour Division

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Certifying Official, Date, Telephone Number, and Email Address: The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer's identity. **Note:** Photocopies or scanned copies of signatures do not satisfy this requirement.

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

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

Topics Worker Rights For Employers Resources Interpretive Guidance State Laws



FEDERAL GOVERNMENT **LABOR DEPARTMENT** **WHD PORTALS**

White House About DOL YouthRules!
 Disaster Recovery Assistance Guidance Search Wage Determinations
 DisasterAssistance.gov Español Accessibility Statement

Wage and Hour Division

An agency within the U.S.
Department of Labor

200 Constitution Ave NW
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[1-866-487-9243](tel:1-866-487-9243)
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[No Fear Act Data](#)

[A to Z Index](#)

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

U.S. Department of Labor Davis-Bacon and Related Acts Weekly Certified Payroll Form
 Wage and Hour Division
 (For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
 Unless otherwise noted, the information requested is specific to the named project below.
 Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM PRIME CONTRACTOR SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S or SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	WAGE DETERMINATION NO.	WEEK ENDING DATE	PRIME CONTRACTOR'S or SUBCONTRACTOR'S BUSINESS ADDRESS

(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)	(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)	
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST - STRAIGHT TIME OT - OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES	TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	TAX WITHHOLDINGS	FICA	OTHER (MUST SPECIFY - SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	NET PAY TO WORKER FOR ALL WORK
							ST OT											

CONTRACTOR FRINGE BENEFIT STATEMENT

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

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

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

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

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

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

Name and Title	Signature and Date (Wet Signature Required)
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Prevailing Wage Notification to Employee

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:

"General Decision Number: OH20260001 05/20/2026

State: Ohio

Construction Types: Heavy and Highway

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

Heavy Construction

Highway Construction

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	05/20/2026

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

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

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

BROH005-003 06/01/2020	Rates	Fringes
BRICKLAYER: SWING SCAFFOLDS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF		

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

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

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

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

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

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

BROH0009-002 06/01/2016	
	Rates Fringes
REFRACTORY (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....\$ 31.45	
	19.01
BRICKLAYER, STONEMASON (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....\$ 33.39	
	20.06

BROH0009-002 06/01/2024	
	Rates Fringes
REFRACTORY (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....\$ 31.45	
	19.01
BRICKLAYER, STONEMASON (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....\$ 33.39	
	20.06

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

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

 BROH0016-002 06/01/2023
 Rates Fringes
 BRICKLAYER, STONEMASON (ASHTABULA, GEAUGA, AND LAKE
 COUNTIES).....\$ 32.40 19.30

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

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

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

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

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

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

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

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

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

ABOVE JOURNEYMAN RATE.....	\$ 33.39	20.06

BROH0052-001 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (ATHENS COUNTY).....	\$ 33.39	20.06

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

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

CARP0002-024 05/01/2009		
	Rates	Fringes
DIVER (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN).....	\$ 40.58	9.69
CARPENTER & PILEDRIVERMEN (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN).....	\$ 35.94	23.59

CARP0002-024 05/01/2025		
	Rates	Fringes
DIVER (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN).....	\$ 40.58	9.69
CARPENTER & PILEDRIVERMEN (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN).....	\$ 35.94	23.59

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

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

CARP0200-002 05/01/2009		
	Rates	Fringes
DIVER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 39.41	10.40
PILEDRIVERMAN (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 35.94	23.59
CARPENTER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 35.94	23.59

CARP0200-002 05/01/2025		
	Rates	Fringes
DIVER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING,		

JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 39.41	10.40
PILEDRIVERMAN (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 35.94	23.59
CARPENTER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 35.94	23.59

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

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

CARP0285-008 05/01/2025		
	Rates	Fringes
CARPENTER (MEDINA, PORTAGE & SUMMIT).....	\$ 37.18	25.07

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

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

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

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

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

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

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

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

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

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

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

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

CARP1090-006 05/01/2025		
	Rates	Fringes
PILEDRIVERMEN; DIVER, DRY (COSHOCTON, HOLMES, KNOX & MORROW).....	\$ 36.24	22.54
DIVER, WET (COSHOCTON, HOLMES, KNOX & MORROW).....	\$ 54.36	22.54

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

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

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

ELEC0008-002 05/25/2020		
	Rates	Fringes
CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....	\$ 38.98	18.96
ELECTRICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....	\$ 48.40	25.24

ELEC0008-002 05/27/2024		
	Rates	Fringes
CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....	\$ 38.98	18.96
ELECTRICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....	\$ 48.40	25.24

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

ELEC0038-002 04/28/2025

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

 ELEC0038-008 04/28/2025

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

 ELEC0064-003 11/30/2025

Rates	Fringes
ELECTRICIAN (COLUMBIANA (BUTLER, FAIRFIELD, PERRY, SALEM & UNITY TOWNSHIPS) MAHONING (AUSTINTOWN, BEAVER, BERLIN, BOARDMAN, CANFIELD, ELLSWORTH, COITSVILLE, GOSHEN, GREEN, JACKSON, POLAND, SPRINGFIELD & YOUNGSTOWN TOWNSHIPS), & TRUMBULL (HUBBARD & LIBERTY TOWNSHIPS)).....	
\$ 41.49	21.81

 ELEC0071-005 01/06/2025

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

 ELEC0071-010 01/06/2025

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

 ELEC0082-002 12/02/2024

Rates	Fringes
ELECTRICIAN (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)).....	
\$ 38.00	22.49

 ELEC0082-006 11/25/2024

Rates	Fringes
SOUND & COMMUNICATION TECHNICIAN: INSTALLER/TECHNICIAN (CLINTON, DARKE, GREENE,	

MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)).....\$ 27.70 15.71
 SOUND & COMMUNICATION TECHNICIAN: CABLE PULLER (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)).\$ 13.85 5.30

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

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

ELEC0141-003 06/02/2024 Rates Fringes
 CABLE SPLICER (BELMONT COUNTY).....\$ 42.94 27.74
 ELECTRICIAN (BELMONT COUNTY).....\$ 39.25 31.23

ELEC0141-003 06/02/2025 Rates Fringes
 CABLE SPLICER (BELMONT COUNTY).....\$ 42.94 27.74
 ELECTRICIAN (BELMONT COUNTY).....\$ 39.25 31.23

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

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

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

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

WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 32.81	17.29
LINE CONSTRUCTION: OPERATOR - CLASS 1 (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 37.50	18.60
LINE CONSTRUCTION: LINEMAN (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 46.87	21.22
LINE CONSTRUCTION: HELI-ARC WELDING (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 47.17	21.31
LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 20.51	13.84
LINE CONSTRUCTION: CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) : FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 53.90	23.19

ELEC0245-004 01/01/2025

Rates Fringes

LINE CONSTRUCTION: OPERATOR - CLASS 2 (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 32.81	17.29
LINE CONSTRUCTION: OPERATOR - CLASS 1 (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 37.50	18.60
LINE CONSTRUCTION: LINEMAN (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 46.87	21.22

LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....\$ 20.51			13.84
LINE CONSTRUCTION: CABLE SPLICER (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....\$ 53.90			23.19

ELEC0246-001 10/28/2024			
	Rates		Fringes
ELECTRICIAN (CARROLL, COLUMBIANA, HARRISON AND JEFFERSON COUNTIES IN OHIO; BROOKE AND HANCOCK COUNTIES IN WEST VIRGINIA.) FOOTNOTE: A. 1 1/2 PAID HOLIDAYS: THE LAST SCHEDULED WORKDAY PRIOR TO CHRISTMAS & 4 HOURS ON GOOD FRIDAY.....\$ 44.00			37.68

ELEC0306-005 05/27/2024			
	Rates		Fringes
ELECTRICIAN (MEDINA (BRUNSWICK, CHATHAM, GRANGER, GUILFORD, HARRISVILLE, HINCKLEY, HOMER, LAFAYETTE, MEDINA, MONTVILLE, SHARON, SPENCER, WADSWORTH, WESTFIELD & YORK TOWNSHIPS), PORTAGE (ATWATER, AURORA, BRIMFIELD, DEERFIELD, FRANKLIN, MANTUA, RANDOLPH, RAVENNA, ROOTSTOWN, SHALERSVILLE, STREETSBORO & SUFFIELD TOWNSHIPS), SUMMIT & WAYNE (BAUGHMAN, CANAAN, CHESTER, CHIPPEWA, CONGRESS, GREEN, MILTON, & WAYNE TOWNSHIPS)).....\$ 42.55			20.95
CABLE SPLICER (MEDINA (BRUNSWICK, CHATHAM, GRANGER, GUILFORD, HARRISVILLE, HINCKLEY, HOMER, LAFAYETTE, MEDINA, MONTVILLE, SHARON, SPENCER, WADSWORTH, WESTFIELD & YORK TOWNSHIPS), PORTAGE (ATWATER, AURORA, BRIMFIELD, DEERFIELD, FRANKLIN, MANTUA, RANDOLPH, RAVENNA, ROOTSTOWN, SHALERSVILLE, STREETSBORO & SUFFIELD TOWNSHIPS), SUMMIT & WAYNE (BAUGHMAN, CANAAN, CHESTER, CHIPPEWA, CONGRESS, GREEN, MILTON, & WAYNE TOWNSHIPS)).....\$ 46.81			20.95

ELEC0317-002 06/01/2009			
	Rates		Fringes
CABLE SPLICER (GALLIA & LAWRENCE).....\$ 32.68			18.13
ELECTRICIAN (GALLIA & LAWRENCE).....\$ 41.15			29.35

ELEC0317-002 06/02/2025			
	Rates		Fringes
CABLE SPLICER (GALLIA & LAWRENCE).....\$ 32.68			18.13
ELECTRICIAN (GALLIA & LAWRENCE).....\$ 41.15			29.35

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

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

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

ELEC0648-001 03/05/2018		
	Rates	Fringes
CABLE SPLICER (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)).....	\$ 30.50	18.23
ELECTRICIAN (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)).....	\$ 38.00	24.16

ELEC0648-001 09/01/2025		
	Rates	Fringes
CABLE SPLICER (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)).....	\$ 30.50	18.23
ELECTRICIAN (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)).....	\$ 38.00	24.16

ELEC0673-004 02/01/2020		
	Rates	Fringes
CABLE SPLICER (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMB DEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES).....	\$ 33.81	21.47
ELECTRICIAN (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMB DEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES).....	\$ 41.17	24.58

ELEC0673-004 05/26/2025		
	Rates	Fringes
CABLE SPLICER (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMB DEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES).....	\$ 33.81	21.47
ELECTRICIAN (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMB DEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES).....	\$ 41.17	24.58

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

ELEC0688-003 05/30/2022		
	Rates	Fringes
ELECTRICIAN (ASHLAND, CRAWFORD, HURON (RICHMOND, NEW HAVEN, RIPLEY & GREENWICH TOWNSHIPS), KNOX (LIBERTY, CLINTON, UNION, HOWARD, MONROE,		

MIDDLEBERRY, MORRIS, WAYNE, BERLIN, PIKE, BROWN & JEFFERSON TOWNSHIPS), MARION, MORROW, RICHLAND AND WYANDOT (SYCAMORE, CRANE, EDEN, PITT, ANTRIM & TYMOCHTEE TOWNSHIPS) COUNTIES).....\$ 32.30 21.83

ELEC0972-002 06/01/2024

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

ELEC1105-001 05/27/2024

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

ENGI0018-003 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 7 BOOM FROM 180 AND OVER. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 46.63	46.63	16.41
POWER EQUIPMENT OPERATOR GROUP 6 MASTER MECHANIC & BOOM FROM 150 TO 180. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 46.63	46.63	16.41
POWER EQUIPMENT OPERATOR GROUP 5 COMPRESSOR (PORTABLE, SEWER, HEAVY & HIGHWAY); DRUM FIREPERSON (ASPHALT PLANT); GENERATOR; MASONRY FORK LIFT; INBOARD-OUTBOARD MOTOR BOAT LAUNCH; OIL HEATER (ASPHALT PLANT); OILER/HELPER; POWER DRIVEN HEATER; POWER SWEEPER & SCRUBBER; PUMP (UNDER 4" DISCHARGE); SIGNALPERSON; TIRE REPAIRPERSON; VAC/ALLS; CRANES - COMPACT, TRACK OR RUBBER UNDER 4,000 POUND CAPACITY; FUELING AND GREASING; AND CHAINMEN. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).\$ 37.98	37.98	16.41
POWER EQUIPMENT OPERATOR GROUP 4 BACKFILLER; BALLAST RE-LOCATOR; BARS, JOINT & MESH INSTALLING MACHINE; BATCH PLANT; BORING MACHINE OPERATOR (48" OR LESS); BULL FLOATS; BURLAP & CURING MACHINE; CONCRETE PLANT (CAPACITY 4 YD. & UNDER); CONCRETE SAW (MULTIPLE); CONVEYOR (HIGHWAY); CRUSHER; DECKHAND; FARM-TYPE TRACTOR WITH ATTACHMENTS (HIGHWAY); FINISHING MACHINE; FIREPERSON, FLOATING EQUIPMENT (ALL TYPES); FORKLIFT; FORM TRENCHER; HYDRO HAMMER EXPECT MASONARY; HYDRO SEEDER; PAVEMENT BREAKER; PLANT MIXER; POST DRIVER; POST HOLE DIGGER (POWER AUGER); POWER BRUSH BURNER; POWER FORM HANDLING EQUIPMENT; ROAD WIDENING TRENCHER; ROLLER (BRICK, GRADE & MACADAM); SELF-PROPELLED POWER SPREADER; SELF-PROPELLED POWER SUBGRADER; STEAM FIREPERSON; TRACTOR (PULLING SHEEPFOOT, ROLLER OR GRADER); AND VIBRATORY COMPACTOR WITH INTEGRAL POWER. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 43.27	43.27	16.41
POWER EQUIPMENT OPERATOR GROUP 3 A-FRAME; AIR COMPRESSOR ON TUNNEL WORK (LOW PRESSURE); ASPHALT PLANT ENGINEER (PORTAGE AND SUMMIT COUNTIES ONLY); BOBCAT-TYPE AND/OR SKID STEER LOADER WITH OR WITHOUT ATTACHMENTS; HIGHWAY DRILLS (ALL TYPES); LOCOMOTIVE (NARROW GAUGE); MATERIAL HOIST/ELEVATOR; MIXER, CONCRETE (MORE THAN ONE BAG CAPACITY); MIXER, ONE BAG CAPACITY (SIDE LOADER); POWER BOILER (OVER 15 LBS. PRESSURE) PUMP OPERATOR INSTALLING & OPERATING WELL POINTS; PUMP (4" & OVER DISCHARGE); ROLLER, ASPHALT; ROTOVATOR (LIME SOIL STABILIZER); SWITCH & TIE TAMPERS (WITHOUT LIFTING & ALIGNING DEVICE); UTILITY OPERATOR (SMALL EQUIPMENT); WELDING MACHINES; AND RAILROAD TIE INSERTER/REMOVER; ARTICULATING/STRAIGHT BED END		

DUMPS IF ASSIGNED (MINUS \$4.00 PER HOUR. (ASHTABULA, CUYAHOGA, ERIE, GEauga, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....	\$ 44.49	16.41
POWER EQUIPMENT OPERATOR GROUP 2 ASPHALT PAVER; AUTOMATIC SUBGRADER MACHINE, SELF-PROPELLED (CMI TYPE); BOBCAT TYPE AND/OR SKID STEER LOADER WITH HOE ATTACHMENT GREATER THAN 7,000 LBS.; BORING MACHINE MORE THAN 48""; BULLDOZER; ENDLOADER; HORIZONTAL DIRECTIONAL DRILL (OVER 50,000 FT LBS THRUST); HYDRO MILLING MACHINE; KOLMAN-TYPE LOADER (PRODUCTION TYPE-DIRT); LEAD GREASEMAN; LIGHTING & TRAFFIC SIGNAL INSTALLATION EQUIPMENT (INCLUDES ALL GROUPS OR CLASSIFICATIONS); MATERIAL TRANSFER EQUIPMENT (SHUTTLE BUGGY) ASPHALT; PETTIBONE-RAIL EQUIPMENT; POWER GRADER; POWER SCRAPER; PUSH CAT; ROTOMILL (ALL), GRINDERS & PLANERS OF ALL TYPES; TRENCH MACHINE (24"" WIDE & UNDER); VERMEER TYPE CONCRETE SAW; AND MAINTENANCE OPERATORS (PORTAGE AND SUMMIT COUNTIES ONLY). (ASHTABULA, CUYAHOGA, ERIE, GEauga, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....	\$ 45.53	16.41
POWER EQUIPMENT OPERATOR GROUP 1 AIR COMPRESSOR ON STEEL ERECTION; BARRIER MOVING MACHINE; BOILER OPERATOR ON COMPRESSOR OR GENERATOR WHEN MOUNTED ON A RIG; CABLEWAY; COMBINATION CONCRETE MIXER & TOWER; CONCRETE PLANT (OVER 4 YD. CAPACITY); CONCRETE PUMP; CRANE (ALL TYPES, INCLUDING BOOM TRUCK, CHERRY PICKER); CRANE-COMPACT, TRACK OR RUBBER OVER 4,000 LBS. CAPACITY; CRANES-SELF ERECTING, STATIONARY, TRACK OR TRUCK (ALL CONFIGURATIONS); DERRICK; DRAGLINE; DREDGE (DIPPER, CLAM OR SUCTION); ELEVATING GRADER OR EUCLID LOADER; FLOATING EQUIPMENT (ALL TYPES); GRADALL; HELICOPTER CREW (OPERATOR-HOIST OR WINCH); HOE (ALL TYPES); HOISTING ENGINE ON SHAFT OR TUNNEL WORK; HYDRAULIC GANTRY (LIFTING SYSTEM); INDUSTRIAL-TYPE TRACTOR; JET ENGINE DRYER (D8 OR D9) DIESEL TRACTOR; LOCOMOTIVE (STANDARD GAUGE); MAINTENANCE OPERATOR CLASS A; MIXER, PAVING (SINGLE OR DOUBLE DRUM); MUCKING MACHINE; MULTIPLE SCRAPER; PILEDIVING MACHINE (ALL TYPES); POWER SHOVEL; PRENTICE LOADER; QUAD 9 (DOUBLE PUSHER); RAIL TAMPER (WITH AUTO LIFTING & ALIGNING DEVICE); REFRIGERATING MACHINE (FREEZER OPERATION); ROTARY DRILL, ON CAISSON WORK; ROUGH TERRAIN FORK LIFT WITH WINCH/HOIST; SIDE-BOOM; SLIP-FORM PAVER; TOWER DERRICK; TREE SHREDDER; TRENCH MACHINE (OVER 24"" WIDE); TRUCK MOUNTED CONCRETE PUMP; TUG BOAT; TUNNEL MACHINE AND/OR MINING MACHINE; WHEEL EXCAVATOR; AND ASPHALT PLANT ENGINEER (CLEVELAND DISTRICT ONLY). (ASHTABULA, CUYAHOGA, ERIE, GEauga, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....	\$ 45.63	16.41

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

CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 36.44	16.41
POWER EQUIPMENT OPERATOR GROUP 4 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 41.80	16.41
POWER EQUIPMENT OPERATOR GROUP 3 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 42.98	16.41
POWER EQUIPMENT OPERATOR GROUP 2 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 44.02	16.41
POWER EQUIPMENT OPERATOR GROUP 1 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 44.14	16.41

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Rates Fringes

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 5 - C & D - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 28.53	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 4 - C & D - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIPLATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAILIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 31.65	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 3 - C & D - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR	

DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF=PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST(COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 35.27 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 2 - C & D - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE; REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 40.61 24.30

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

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

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 4 - A & B - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIUPLATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE);

SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 34.52	24.30
POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 3 - A & B - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF-PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST(COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 38.47	24.30
POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 2 - A & B - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE; REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 44.30	24.30
POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 1 - A & B- RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 44.63	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 5 - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 25.94	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 4 - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH		

PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR;
 CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL
 WAGON; GENERATOR SET; GENERATOR-STEAM;
 HEATER-PORTABLE POWER; HYDRAULIC MANIPLATOR CRANE;
 JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAULIC
 (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR;
 MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER
 BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC
 (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY
 WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR
 POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM;
 WATER BLASTER; STEAM JENNY; SYPHON;
 VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA,
 MAHONING & TRUMBULL COUNTIES).....\$ 28.77 24.30
 POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 3 -
 ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE);
 BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER
 WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE;
 COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE
 BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR
 ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT
 (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT
 WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE
 MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE
 MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR;
 SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK
 BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING
 BUILDING MATERIALS); PAVING BREAKER (SELF=PROPELLED
 OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER
 AGITATED); REFRIGERATION PLANT; ROAD WIDENER;
 ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL
 STABILIZER (PUMP TYPE); SPRAY CURE MACHINE,
 SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER;
 TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; &
 TUGGER HOIST. (COLUMBIANA, MAHONING & TRUMBULL
 COUNTIES).....\$ 32.06 24.30
 POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 2 -
 ASPHALT HEATER PLANER; BACKFILLER WITH DRAG
 ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED;
 BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX
 CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM
 BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING
 MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER;
 C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER
 &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR
 SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED;
 CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE
 SPREADER FINISHER; COMBINATION, BIDWELL MACHINE;
 CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH
 TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER;
 DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT
 TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE;
 DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR
 MEDIAN BARRIER MACHINE (OR SIMILAR TYPE);
 ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY;
 SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS
 OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY
 & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL
 DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE;
 KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER,
 ELEVATING; LOADER, FRONT END; LOADER, SKID STEER;
 LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER
 WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING
 MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM
 (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM;
 POST DRIVER (CARRIER MOUNTED); POWER DRIVEN
 HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR
 LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE;
 REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED
 TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL
 OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR
 SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB
 MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE
 PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM;
 TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE;
 TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR
 SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA,
 MAHONING & TRUMBULL COUNTIES).....\$ 36.92 24.30
 POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 1-
 RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE
 HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING &

TRUMBULL COUNTIES).....\$ 37.19 24.30

IRON0017-002 05/01/2024

Rates Fringes

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

IRON0017-010 05/01/2024

Rates Fringes

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

IRON0044-001 06/01/2025

Rates Fringes

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

IRON0044-002 06/01/2025

Rates Fringes

IRONWORKER: ORNAMENTAL; STRUCTURAL (CLINTON (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) & WARREN (SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST COUNTY LINE)).....\$ 37.77 23.90
IRONWORKER: FENCE ERECTOR (CLINTON (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) & WARREN (SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST COUNTY LINE)).....\$ 35.88 23.90

IRON0055-003 07/01/2024

Rates Fringes

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

(WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A.....\$ 29.77	21.30
IRONWORKER: FLAT ROAD MESH (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A.....\$ 26.40	24.62
IRONWORKER: TUNNES & CAISSONS UNDER PRESSURE (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A.....\$ 35.50	29.20

IRON0147-002 06/01/2025	Rates	Fringes
IRONWORKER (ALLEN (NORTHERN HALF), DEFIANCE (NORTHERN PART, EXCLUDING SOUTH OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), MERCER (NORTHERN HALF), PAULDING, PUTNAM (WESTERN PART, EXCLUDING EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOUTHERN BORDER), VAN WERT, AND WILLIAMS (WESTERN PART, EXCLUDING EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER) COUNTIES).....\$ 38.00		26.39

IRON0172-002 06/01/2025	Rates	Fringes
IRONWORKER (CHAMPAIGN (EASTERN ONE-THIRD), CLARK (EASTERN ONE-FOURTH), COSHOCTON (WEST OF A LINE BEGINNING AT THE NORTHWESTERN COUNTY LINE GOING THROUGH WALHONDING & TUNNEL HILL TO THE SOUTHERN COUNTY LINE), CRAWFORD (SOUTH OF RTE. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (EXCLUDING A LINE DRAWN FROM ROUNDHEAD TO MAYSVILLE), HIGHLAND (EASTERN ONE-FIFTH), HOCKING, JACKSON (NORTHERN HALF), KNOX, LICKING, LOGAN (EASTERN ONE-THIRD), MADISON, MARION, MORROW, MUSKINGUM (WEST OF A LINE.....\$ 40.87		23.15

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

IRON0290-002 06/01/2025	Rates	Fringes
IRONWORKER (ALLEN (SOUTHERN HALF), AUGLAIZE, BUTLER (NORTH OF A LINE DRAWN FROM EAST TO THE WEST COUNTY LINE GOING THROUGH OXFORD, DARRTOWN & WOODSDALE), CHAMPAIGN (EXCLUDING EAST OF A LINE DRAWN FROM CATAWLA TO THE POINT WHERE #68		

INTERSECTS THE NORTHERN COUNTY LINE), CLARK (WESTERN TWO-THIRDS), CLINTON (EXCLUDING SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), DARKE, GREENE, HIGHLAND (INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG & FROM THE NORTHERN COUNTY LINE THROUGH EA.....\$ 37.39 25.35

IRON0549-003 12/01/2022

Rates Fringes

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

IRON0550-004 05/01/2024

Rates Fringes

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

IRON0769-004 06/01/2025

Rates Fringes

IRONWORKER (ADAMS (EASTERN HALF), GALLIA, JACKSON (SOUTHERN HALF), LAWRENCE & SCIOTO).....\$ 39.70 29.59

IRON0787-003 06/01/2025

Rates Fringes

IRONWORKER (ATHENS, MEIGS, MORGAN, NOBLE, AND WASHINGTON COUNTIES).....\$ 36.10 24.65

LAB00265-008 05/01/2024

Rates Fringes

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

LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); & GUNITE NOZZLE PERSON (CUYAHOGA, GEAUGA & LAKE COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 38.13 14.45

LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); & GUNITE NOZZLE PERSON (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 36.90 14.45

LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A); CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER & CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER; WATERLINE; AND CAULKER (REMAINING COUNTIES OF OHIO) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 36.02 14.45

LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY

PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A);
 CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH
 AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER &
 CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER;
 WATERLINE; AND CAULKER (CUYAHOGA, GEAUGA & LAKE
 COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD
 \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE
 RATE EQUAL TO THE RATE PAID THE LABORER
 CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 37.68 14.45
 LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON;
 TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY
 PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A);
 CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH
 AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER &
 CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER;
 WATERLINE; AND CAULKER (ASHTABULA, ERIE, HURON,
 LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE,
 SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES)
 TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO
 BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE
 EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION
 FOR WHICH HE OR SHE IS SIGNALING.....\$ 36.45 14.45
 LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER;
 KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS,
 ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR
 MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT
 STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER
 MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL
 OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING
 MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED
 PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4" &
 UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE
 (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM
 PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW
 PERSON; CUTTING WITH BURNING TORCH; FORM SETTER;
 HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER
 (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON
 (WORKING IN SEWER AND WATERLINE, CLEANING,
 REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE
 PERSON; & HAZARDOUS WASTE (LEVEL B) (REMAINING
 COUNTIES OF OHIO) TUNNEL LABORER WITH
 AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL
 PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID
 THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS
 SIGNALING.....\$ 35.69 14.45
 LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER;
 KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS,
 ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR
 MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT
 STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER
 MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL
 OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING
 MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED
 PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4" &
 UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE
 (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM
 PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW
 PERSON; CUTTING WITH BURNING TORCH; FORM SETTER;
 HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER
 (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON
 (WORKING IN SEWER AND WATERLINE, CLEANING,
 REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE
 PERSON; & HAZARDOUS WASTE (LEVEL B) (CUYAHOGA,
 GEAUGA & LAKE COUNTIES) TUNNEL LABORER WITH
 AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL
 PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID
 THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS
 SIGNALING.....\$ 37.35 14.45
 LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER;
 KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS,
 ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR
 MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT
 STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER
 MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL
 OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING
 MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED
 PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4" &
 UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE
 (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM
 PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW
 PERSON; CUTTING WITH BURNING TORCH; FORM SETTER;

HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON (WORKING IN SEWER AND WATERLINE, CLEANING, REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE PERSON; & HAZARDOUS WASTE (LEVEL B) (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.\$ 36.12	14.45
LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL (REMAINING COUNTIES OF OHIO) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 35.52	14.45
LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL (CUYAHOGA, GEAUGA & LAKE COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 37.18	14.45
LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 35.95	14.45
LABORER: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION (CUYAHOGA AND GEAUGA COUNTIES ONLY).....\$ 38.56	14.45

PAIN0006-002 05/01/2023

	Rates	Fringes
PAINTER COMMERCIAL REPAINT GROUP 3- SPRAY PAINTING..\$ 29.95		18.95
PAINTER COMMERCIAL REPAINT GROUP 2- SANDBLASTING & BUFFING (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....\$ 29.65		18.95
PAINTER COMMERCIAL REPAINT GROUP 1- BRUSH; & ROLLER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....\$ 29.25		18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 4- BRIDGE BLASTER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE))\$ 37.01		18.95

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

PAIN0007-002 07/01/2025

	Rates	Fringes
PAINTER: NEW COMMERCIAL WORK: GROUP 9- EPOXY SPRAY (EXCLUDING WATER BASED) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 8- TOWERS; TANKS; BRIDGES; STACKS OVER 30 FEET (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 7- SPRAY SOLVENT BASED MATERIAL; SAND & ABRASIVE BLASTING (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 6- SOLVENT-BASED CATALIZED EPOXY MATERIALS OF 2 OR MORE COMPONENT MATERIALS, TO INCLUDE SOLVENT-BASED CONVERSION VARNISH (EXCLUDING WATER BASED) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 5- ALL METHODS OF SPRAY (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 4- LEAD ABATEMENT (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 3- SWING STAGE & CHAIR (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 2- REFINERIES & REFINERY TANKS; SURFACES 30 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER NEW COMMERCIAL WORK GROUP 1- BRUSH; SPRAY & SANDBLASTING POT TENDER. REPAINT IS 90% OF GROUP RATE.....	\$ 33.66	23.88

PAIN0012-008 05/01/2019

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

PAIN0012-010 05/01/2019

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

PAIN0093-001 12/01/2024

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

PAIN0249-002 05/01/2025

	Rates	Fringes
PAINTER: GROUP 8: BRIDGE BLASTER, RIGGER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)..	\$ 40.86	13.97
PAINTER: GROUP 7: TANKS, STACKS & TOWERS (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)..	\$ 33.86	13.97
PAINTER: GROUP 6: BRIDGE EQUIPMENT TENDER & OR CONTAINMENT BUILDER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 37.86	13.97
PAINTER: GROUP 5: COAL TAR (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 30.65	13.97
PAINTER: GROUP 4: STEEPLEJACK WORK (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 30.10	13.97
PAINTER: GROUP 3: SPRAY; SANDBLAST; STEAMCLEAN; LEAD ABATEMENT (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 29.90	13.97
PAINTER: GROUP 2: SWING, SCAFFOLD BRIDGES; STRUCTURAL STEEL; OPEN ACID TANK; HIGH TENSION ELECTRICAL EQUIPMENT; & HOT PIPES (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 33.09	13.97
PAINTER: GROUP 1: BRUSH & ROLLER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 29.15	13.97

PAIN0356-002 09/01/2009

	Rates	Fringes
PAINTER: TANKS; STACKS; AND TOWERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 28.63	7.25
PAINTER: STRUCTURAL STEEL AND SWING STAGE (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 25.42	7.25
PAINTER: SPRAY (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 21.40	7.25
PAINTER: SANDBLASTING; STEAM CLEANING; WATERBLASTING; AND HAZARDOUS WORK (KNOX, LICKING,		

MUSKINGUM, AND PERRY).....	\$ 25.82	7.25
PAINTER: BRUSH AND ROLLER (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 20.93	7.25
PAINTER: BRIDGES; BLASTERS; AND RIGGERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 34.60	7.25
PAINTER: BRIDGE EQUIPMENT TENDERS AND CONTAINMENT BUILDERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 27.93	7.25

PAIN0438-002 12/01/2023

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

PAIN0476-001 06/01/2025

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

PAIN0555-002 01/01/2025

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

PAIN0639-001 05/01/2011

	Rates	Fringes
SIGN PAINTER & ERECTOR FOOTNOTES: A. 7 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY & 1 FLOATING DAY B. VACATION PAY: AFTER 1 YEAR'S SERVICE - 5 DAYS' PAID VACATION; AFTER 2, BUT LESS THAN 10 YEARS' SERVICE - 10 DAYS' PAID VACATION; AFTER 10, BUT LESS THAN 20 YEARS' SERVICE - 15 DAYS' PAID VACATION; AFTER 20 YEARS' SERVICE - 20 DAYS' PAID VACATION C. FUNERAL LEAVE UP TO 3 DAYS MAXIMUM PAID LEAVE FOR DEATH OF MOTHER, FATHER, BROTHER, SISTER, SPOUSE, CHILD, MOTHER-IN-LAW, FATHER-IN-LAW, GRANDPARENT AND INLAW PROVIDED EMPLOYEE ATTENDS FUNERAL.....	\$ 20.61	3.50

PAIN0788-002 06/01/2024

	Rates	Fringes
PAINTER: STRUCTURAL STEEL (ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOA), RICHLAND, SANDUSKY, SENECA & WYANDOT) WINTER REPAINT: BETWEEN DECEMBER 1 TO MARCH 31 - 90%JR \$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: WHILE WORKING		

SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS, SANDBLASTING, COBBLASTING AND HIGH PRESSURE WATERBLASTING (4000PSI). \$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: FOR THE APPLICATION OF CATALIZED EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND TOWERS OVER 40 FEET IN HEIGHT.....\$ 30.73 17.52

PAINTER: BRUSH & ROLLER (ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOA), RICHLAND, SANDUSKY, SENECA & WYANDOT) WINTER REPAINT: BETWEEN DECEMBER 1 TO MARCH 31 - 90%JR \$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: WHILE WORKING SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS, SANDBLASTING, COBBLASTING AND HIGH PRESSURE WATERBLASTING (4000PSI). \$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: FOR THE APPLICATION OF CATALIZED EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND TOWERS OVER 40 FEET IN HEIGHT.....\$ 29.13 17.52

PAIN0813-005 12/01/2008 Rates Fringes

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

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

PAIN0841-001 07/01/2025 Rates Fringes

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

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

PAINTERS: GROUP 5- SANDBLAST, PAINTING OF STANDPIPES, ETC. FROM SCAFFOLDS, BRIDGE WORK AND/OR OPEN STRUCTURAL STEEL, STANDPIPES AND/OR WATER TOWERS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 33.18 18.15

PAINTERS: GROUP 4- SPRAY GUN OPERATOR OF ANY & ALL COATINGS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 32.78 18.15

PAINTERS: GROUP 3- SWING SCAFFOLD, BOSUM CHAIR, & WINDOW JACK (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 32.68 18.15

PAINTERS: GROUP 2- EPOXY APPLICATION (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 32.58 18.15

PAINTERS: GROUP 1- BRUSH, ROLLER & PAPERHANGER (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 31.93 18.15

PAIN0841-002 07/01/2025 Rates Fringes

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

PAIN1020-002 07/01/2025

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

PAIN1275-002 05/01/2025

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

PLAS0109-001 06/01/2025		
	Rates	Fringes
PLASTERER (MEDINA, PORTAGE, STARK, AND SUMMIT COUNTIES).....	\$ 33.00	23.83

PLAS0109-003 06/01/2025		
	Rates	Fringes
PLASTERER (CARROLL, HOLMES, TUSCARAWAS, AND WAYNE COUNTIES).....	\$ 33.00	23.83

PLAS0132-002 07/01/2025		
	Rates	Fringes
PLASTERER (BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES).....	\$ 31.35	17.65

PLAS0404-002 05/01/2018		
	Rates	Fringes
PLASTERER (ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES).....	\$ 29.63	17.11

PLAS0404-003 05/01/2018		
	Rates	Fringes
PLASTERER (LORAIN COUNTY).....	\$ 28.86	17.11

PLAS0526-022 05/01/2018		
	Rates	Fringes
PLASTERER (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES).....	\$ 28.86	17.11

PLAS0526-023 05/01/2018		
	Rates	Fringes
PLASTERER (BELMONT, HARRISON, AND JEFFERSON COUNTIES).....	\$ 28.21	17.11

PLAS0886-001 07/01/2025		
	Rates	Fringes
PLASTERER (FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, AND WOOD COUNTIES).....	\$ 36.65	25.60

PLAS0886-003 07/01/2025		
	Rates	Fringes
PLASTERER (DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, AND SENECA).....	\$ 36.65	25.60

PLAS0886-004 07/01/2025		
	Rates	Fringes
PLASTERER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, AND VAN WERT).....	\$ 35.29	23.07

PLUM0042-002 07/01/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT).....	\$ 43.02	26.45

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

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

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

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

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

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

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

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

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

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

PLUM0396-001 06/01/2025		
	Rates	Fringes
PLUMBER/PIPEFITTER (COLUMBIANA (EXCLUDING WASHINGTON & YELLOW CREEK TOWNSHIPS & LIVERPOOL TWP. - SECS. 35 & 36 - WEST OF COUNTY ROAD #427), MAHONING AND TRUMBULL COUNTIES).....	\$ 40.55	29.25

PLUM0495-002 06/01/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (CARROLL (ROSE, MONROE, UNION, LEE, ORANGE, PERRY & LOUDON TOWNSHIPS), COLUMBIANA (WASHINGTON & YELLOW CREEK TOWNSHIPS & LIVERPOOL TOWNSHIP, SECS. 35 & 36, WEST OF COUNTY RD. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (SOUTH TO STATE RTE. #78 & FROM MCCONNELSVILLE WEST ON STATE RTE. #37 TO THE PERRY COUNTY LINE), MUSKINGUM, NOBLE, AND TUSCARAWAS COUNTIES).....	\$ 39.32	37.60

PLUM0577-002 06/01/2025		
	Rates	Fringes

PLUMBER, PIPEFITTER, STEAMFITTER (ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON).....	\$ 42.65	28.56
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PLUM0776-002 07/01/2025	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY AND VAN WERT COUNTIES).....	\$ 42.76	30.81

TEAM0377-003 05/01/2025	Rates	Fringes
TRUCK DRIVER: GROUP 2- TRACTOR-TRAILER COMBINATION: FUEL; POLE TRAILER; READY MIX; SEMI-TRACTOR; & ASPHALT OIL SPRAYBAR MAN WHEN OPERATED FROM CAB; 5 AXLES & OVER; BELLY DUMP; END DUMP; ARTICULATED DUMP; HEAVY DUTY EQUIPMENT; LOW BOY; & TRUCK MECHANIC (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE).....	\$ 35.26	18.85
TRUCK DRIVER: GROUP 1- ASPHALT DISTRIBUTOR; BATCH; 4- WHEEL SERVICE; 4-WHEEL DUMP; OIL DISTRIBUTOR & TANDEM (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE).....	\$ 34.26	18.85

TEAM0436-002 05/01/2025	Rates	Fringes
TRUCK DRIVER: GROUP 2- SEMI FUEL, SEMI TRACTOR, EUCLIDS, DARTS, TANK, ASPHALT SPREADERS, LOW BOYS, CARRY-ALL, TOURNA-ROCKERS, HI-LIFTS, EXTRA LONG TRAILERS, SEMI-POLE TRAILERS, DOUBLE HOOK-UP TRACTOR TRAILERS INCLUDING TEAM TRACK & RAILROAD SIDING, SEMI-TRACTOR & TRI-AXLE TRAILER, TANDEM TRACTOR & TANDEM TRAILER, TAG ALONG TRAILER, EXPANDABLE TRAILER OR TOWING REQUIRING ROAD PERMITS, READY-MIX (AGITATOR OR NON-AGITATOR), BULK CONCRETE DRIVER, DRY BATCH TRUCK, ARTICULATED END DUMP (CUYAHOGA, GEAUGA & LAKE).....	\$ 35.73	19.30
TRUCK DRIVER: GROUP 1- STRAIGHT & DUMP, STRAIGHT FUEL (CUYAHOGA, GEAUGA & LAKE).....	\$ 34.92	19.30

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

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"