BID SET

Locust Lane / Willow Lane Phase 2 Stormwater Improvements

Village of Chagrin Falls

June 2025

23000603

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

VILLAGE OF CHAGRIN FALLS OFFICIALS

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Michael Corkran

Brian Drum

Erinn Grube

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Andrew Rockey

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the Chief Administrator's Office, Village Hall, 21 West Washington Street, Chagrin Falls, Ohio 44022 until 12:00 p.m. on July 2, 2025 and will be opened and read immediately thereafter for the

LOCUST LANE / WILLOW LANE PHASE 2 STORMWATER IMPROVEMENTS

NON-BINDING COST OPINIONS FOR REFERENCE ONLY:
BASE BID - $145,000.00
ALTERNATE - $30,000.00

COMPLETION DATE: DECEMBER 19, 2025

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

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

Publish: Village & Verdantas websites
June 18, 2025
June 25, 2025

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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 ORC 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 Ohio Revised Code.

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 Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms

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

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

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

PART 9 AWARD AND EXECUTION OF CONTRACT

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

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

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

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

PART 10 INSURANCE

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

10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.

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

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

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

PART 11 NON-COLLUSION AFFIDAVIT

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

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

agent thereof.

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

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

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

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

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

PART 13 ORIGINAL DOCUMENTS

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

PART 14 ADDENDA

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

END OF SECTION 10/31/23

PRICES TO INCLUDE

PART 1 - GENERAL

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

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

PART 2 – ITEMS

All work proposed by this Contract shall be quantified and paid for in accordance with the pertinent O.D.O.T. specification except as specifically altered by other provisions of this Contract.

2.1 PRECONSTRUCTION VIDEOTAPE DOCUMENTATION

Basis of Payment

The lump sum price shall include all costs associated with hiring a professional videographing firm to document in detail the existing conditions of the entire work area and potential disturbed areas and submitting a high quality DVD with audio commentary and video log.

2.2 BONDS AND INSURANCES, AS PER PLAN

Basis of Payment

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

2.3 (511) CLASS QC1 CONCRETE, HEADWALL, AS PER PLAN

Basis of Payment

The price per cubic yard (CY) Class QC1 concrete for headwall shall include all costs for labor, materials, tools and appurtenances necessary to complete the work as specified, the removal and replacement of existing rock channel protection, and embankment material as per ODOT item 203 needed to obtain proposed grade as per plan.

2.4 (611) 10 INCH CONDUIT, TYPE B, AS PER PLAN

The work, method of construction and materials for sewer construction shall be in accordance with ODOT Item 611 with the modifications shown on the improvement plans and detailed in the specifications.

Method of Measurement

The quantity of sewer to be paid for shall be determined for gravity sewers by the linear feet difference in horizontal stationing between centerlines of as-built manholes and/or inlets, the existing sewer main or the end of pipe for stub connections.

Basis of Payment

The unit price stipulated per lineal foot for sewer pipe of the various sizes and types specified shall be irrespective of class of pipe and depth and if not called out as a separate pay item, shall be full compensation for maintenance of traffic for the duration of the project; earth and/or rock excavation for the pipe and foundation for same, including clearing and grubbing; removal of all materials necessary for placing the pipe, the complete removal of the existing sanitary and storm sewers, manholes and catch basins except materials listed separately; furnishing and placing granular or concrete bedding and special backfill as required, testing of compaction, cofferdams, cribs, sheeting and shoring; furnishing, installing and operating necessary pumps, pipes and appurtenances necessary for **flow bypassing and/or trench dewatering**; sealing or banding all pipe joints where required; furnishing and installing of the pipe jointing materials and all necessary plugs, bulkheads, bends, inserta tees, fittings, specials and branches of a type at least equal to the conduit of which it becomes part; furnishing and installing concrete encasements, boring and steel casing pipe where required; protection, verification and/or replacement of all existing utilities, i.e., gas mains gas connections water mains (including hydrants and their connections to the main), water connections, sanitary sewers, sanitary connections, storm sewers, storm connections, curb drains, catch basins, culverts, electric or telephone underground cables and/or underground connections if damaged by the Contractor; protection of existing trees or vegetation; joining of the pipe to existing and proposed manholes, catch basins, structures, and other appurtenances as required whether temporary or permanent; leakage testing or internal videotaping; disposal of all surplus and unsuitable materials; furnishing and installing temporary stone trench topping of pavement and driveways; removal and replacement of poles, posts, signs, mailboxes, paper boxes, fences, landscape timbers, guardrails, sign wiring, fixtures and other appurtenances; removal and replacement of any damaged curbing, sidewalk, driveways, parking lots and roadways as directed by the Engineer; and the furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as shown.

2.5 (614) MAINTAINING TRAFFIC

The work, method of construction and materials for maintaining traffic shall be in accordance with ODOT Item 614 and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

Basis of Payment

Payment shall be made progressively throughout the contract period in proportion to the percentage of work complete or as otherwise approved by the Engineer.

2.6 (624) MOBILIZATION

Basis of Payment

The lump sum (LS) price shall include all labor to transfer all equipment, materials, personnel, storage area, sanitary facilities, and incidentals to the project site as required to complete the project per plans and specifications.

2.7 (SPC) LAWN RESTORATION INCLUDING LINEAL GRADING & TOPSOIL, AS PER PLAN

The work, method of construction and materials for lawn restoration shall be in accordance with Section 329219 with the following modifications:

1. There will be no separated measurement or payment for furnishing and placing the required 4-inch topsoil bed.

2. Cost to prepare the subgrade to receive the 4-inch topsoil bed including any necessary excavation or embankment to bring the subgrade to the lines indicated on the plans and parallel to the proposed finished grade shall be included in this bid item.

3. The cost to furnish and place sphagnum peat moss at the rate specified and mix into the topsoil shall be included in this bid item.

4. Restoration within the contract pay limits will be paid as directed by the Engineer on a one-time basis. Subsequent repairs of previously repaired seeded areas, repair of areas outside the contract pay limits and repairs to areas not planted within the designated spring or fall sowing season shall be at the Contractor's expense.

5. Cost to inventory and restore existing tree lawn landscape i.e., decorative stone, mulch, trees, brick pavers or any other special features damaged by the Contractor shall be included in this bid item.

6. Intent is to provide restoration of disturbed areas that will match the existing lawns beyond the right of way. Contractor shall inventory project limits prior to bidding & construction.

7. Cost to excavate and regrade existing tree lawns for positive drainage to new catch basins.

8. Dig up and replant trees and shrubs within easement area with care at location directed by

the Engineer. Planted in accordance with recommended standards. Includes guarantee in accordance with contract documents.

Basis of Payment

The lump sum price stipulated for lawn restoration of all disturbed and damaged lawn areas shall be full compensation for excavation and/or embankment of all areas to be restored to a depth necessary for placing topsoil to the grades shown or directed by the Engineer; removal and disposal of excess and unsuitable materials; preparation of the subgrade for topsoil; furnishing, placing, spreading and rolling topsoil; preparing the topsoil bed for sowing of seed; furnishing and placing soil amendments, fertilizer, peat moss and seed; maintaining lawn by watering, fertilizing, weeding, mowing, trimming and other operations as rolling, regrading and replanting as required to establish an acceptable standard of growth; inventory and restore damaged tree lawn landscape features; and the furnishing of all labor, material, tools, materials and appliances necessary to complete the work as specified or as shown.

2.8 (832) TEMPORARY SEDIMENT AND EROSION CONTROL, AS PER PLAN

Method of Measurement

Measurement shall be Lump Sum (LS) in accordance with project plan intent.

Basis of Payment

The lump sum price shall include any and all labor, equipment, and materials including but not limited to inlet protection, street sweeping, silt fence, check dams, silt ponds, and temporary seeding to provide sediment and erosion control commensurate with the Contractor's means, methods, work schedule, and in accordance with plan details and specifications, if any.

2.9 CONTINGENCY/DISCRETIONARY ALLOWANCE

A Contingency/Discretionary Allowance has been included in the Bid Proposal to be utilized as directed by the Engineer for unscheduled work items not included on the proposal forms or other changes in the work. The contingency allowance or portions thereof shall only be released upon execution of approved Change Orders or as approved by the Engineer. Any portion of the allowance not utilized shall be credited to the Owner.

2.10 UTILITY COMPANY CHARGES ALLOWANCE

A Utility Allowance has been included in the bid proposal to be utilized as directed by the Engineer for direct costs charged by utility company(s) associated with the **permanent** AND **temporary** removal, relocation or support of 1) utility poles and guy-wires 2) existing overhead lines 3) anchors 4) or other work which can be performed only/exclusively by the utility company. Payment shall be made for only work which has the prior approval of the engineer. Invoices for all for all work completed by the utility company(s) or others shall be submitted as evidence of the work completed on the project.

No payment for this item will be made to the Contractor for utility work required when resulting

from the Contractor’s construction methods or rework due to his negligence or construction methods.

Any portion of the allowance not utilized shall be credited to the Owner.

BID FORMS

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

SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

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

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»

_____
Date

ACKNOWLEDGMENT

«ContractCAPName»

_____
«ContractFirst» «ContractLast», «ContractTitle»

_____
Date

CONTRACT

FOR «TitleCaps»

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

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

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

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

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

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

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

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

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

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

«ContractCAPName»

_____

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

_____

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

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

_____

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

APPROVED AS TO FORM:

_____

«OwnerLegalName», «OwnerLegalTitle»

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

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

Owner, Verdantas, LLC & CT Consultants Named as Additional Insured

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

Owner Named as Insured (No Additional Insured)

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

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

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

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

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

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

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

Delinquent Personal Property Tax $_____

Penalties $_____

Interest $_____

«ContractCAPName»

_____
«ContractFirst» «ContractLast», «ContractTitle»

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

_____
Notary Public

My Commission Expires: _____

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF _____)
) SS
COUNTY OF _____)

_____ being duly sworn deposes and states as follows:

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

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

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

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

   ☐ Labor organization

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

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

Affiant further sayeth naught.

By: _____

Title: _____

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

_____, 20_____.

_____
Notary Public

My commission expires: _____

ESCROW WAIVER

In accordance with a certain Contract between the «OwnerMuni», «OwnerState», (hereinafter referred to as "the Owner") and «ContractName», (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

«ContractCAPName»

_____

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

_____

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

NOTICE TO PROCEED

Project: «Title»

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

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

Date: _____

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

«OwnerCaps»

_____
«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

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

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

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

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

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

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

SECTION 3
GENERAL CONDITIONS

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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The Associated General Contractors of America
Skill · Responsibility · Integrity

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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A Practice Division of the
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Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*—Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

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

a. does not conform to the Contract Documents; or

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

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

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

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

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

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

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

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2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

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

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

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

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

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

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

B. *Resolving Discrepancies:*

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

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

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

3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;

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

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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

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

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

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

3.06 *Electronic Data*

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

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

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

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

4.01 *Availability of Lands*

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

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

C. *Possible Price and Times Adjustments:*

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

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

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

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

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

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

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

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

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

4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and data;

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

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

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

B. *Not Shown or Indicated:*

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

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

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

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

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

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

5.04 *Contractor's Insurance*

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

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

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

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

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

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

   b. by any other person for any other reason;

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

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

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

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

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

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

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

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

6. include completed operations coverage:

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

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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

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

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

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

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

6. include testing and startup; and

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

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

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

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

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

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

5.07 *Waiver of Rights*

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

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

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

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

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

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

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ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

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

6.02 *Labor; Working Hours*

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

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

6.03 *Services, Materials, and Equipment*

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

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

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

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6.04 *Progress Schedule*

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

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

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

6.05 *Substitutes and "Or-Equals"*

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

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

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

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

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

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

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

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

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

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2. *Substitute Items:*

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

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

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

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

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

2) will state:

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

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

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

3) will identify:

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

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

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

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

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

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

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

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

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

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

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

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

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6.07 *Patent Fees and Royalties*

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

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

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

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

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

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

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

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

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

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

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

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

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

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

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

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

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

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1. *Shop Drawings:*

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

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

2. *Samples:*

    a. Submit number of Samples specified in the Specifications.

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

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

C. *Submittal Procedures:*

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

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

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

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

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

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

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

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

D. *Engineer's Review:*

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

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

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

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

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

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

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

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

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

6.21 *Delegation of Professional Design Services*

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

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

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

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

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

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ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

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

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

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

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

7.02 *Coordination*

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

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

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

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

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

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7.03 *Legal Relationships*

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

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

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

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8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

9.07 *Determinations for Unit Price Work*

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

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

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

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

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

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

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

10.02 *Unauthorized Changes in the Work*

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

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10.03 *Execution of Change Orders*

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

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

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

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

10.04 *Notification to Surety*

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

10.05 *Claims*

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

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

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

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

1. deny the Claim in whole or in part;

2. approve the Claim; or

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

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

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

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

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

11.01 *Cost of the Work*

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

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

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

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

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

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

5. Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

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

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

11.02 *Allowances*

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

B. *Cash Allowances:*

1. Contractor agrees that:

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

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

C. *Contingency Allowance:*

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

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

11.03 *Unit Price Work*

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

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

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

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

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

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

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

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

12.01 *Change of Contract Price*

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

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

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

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

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

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

1. a mutually acceptable fixed fee; or

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

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

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

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

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

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

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

12.02 *Change of Contract Times*

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

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

12.03 *Delays*

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

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

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

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

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

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

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

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

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

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

3. as otherwise specifically provided in the Contract Documents.

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

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

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

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

13.04 *Uncovering Work*

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

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

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

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

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13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

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

13.07 *Correction Period*

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

1. repair such defective land or areas; or

2. correct such defective Work; or

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

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

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

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

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

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

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

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

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

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

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

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

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

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

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

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

B. *Review of Applications:*

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

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

   a. the Work has progressed to the point indicated;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. *Payment Becomes Due:*

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

D. *Reduction in Payment:*

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

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

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

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

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

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

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

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

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

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

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

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

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

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

14.05 *Partial Utilization*

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

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

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

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

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

14.06 *Final Inspection*

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

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14.07 *Final Payment*

A. *Application for Payment:*

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

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

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

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

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

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

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

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

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

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

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

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

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

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

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

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

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

3. complete the Work as Owner may deem expedient.

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

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

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

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

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

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ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

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

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

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

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

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

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

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

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

17.02 *Computation of Times*

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

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17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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SECTION 4
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Fire Damage $100,000

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

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

(a) Split Limits:

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

or

(b) Combined Single Limit

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

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

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

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

Add the following section:

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

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

Add the following section:

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

SC-5.05 *Owner’s Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

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

Add the following section:

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

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

SC-6.09 (D) Add the following:

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

Add the following section:

SC-6.10(B) Add the following:

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

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

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

SC-6.17 *Shop Drawings and Samples*

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

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

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

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

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

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

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

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

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

4. Monitoring compliance with Laws and Regulations.

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

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

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

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

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

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

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

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

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

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

Until the job is 50% complete, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. After the work is 50% complete, no further funds shall be retained and the Contractor shall be paid 100% of the estimated value of the remaining labor and material completed in acceptable form, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Upon the Owner's agreement that the project is substantially complete, the Retainage may be reduced to twice the value of the remaining punch list work subject to the recommendation of the Engineer and the approval by the Owner.

Add the following section:

SC-14.02(A) (4)

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

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

10/17

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - JUDICIAL SYSTEM

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

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

END OF SECTION

01/2024

SECTION 5
SPECIFICATIONS

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION OF THE PROJECT

A. The project is located within the Falls Walk stormwater easement between Falls Walk Way, Locust Lane, and Willow Lane in the Village of Chagrin Falls, Ohio.

1.2 PROJECT DESCRIPTION

A. Base Bid – Locust Lane Stormwater Improvements Phase 2 consists of the installation of a storm control structure, wetland plantings, and associated restoration.

B. Alternate – Stormwater Basin

Construction of a stormwater basin between Falls Road and North Road complete with plantings, storm sewer connection, plantings, grading, and restoration.

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:

Title	Sheet No.
Cover Sheet	1
General Notes	2
Access and Demolition Plan	3
Site Plan	4
Landscape Design	5
Alternate – Falls Road Stormwater Basin	6-8
Construction Details	9-12

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 the 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. The contractor shall restore all areas per the plans and specifications and if not specified, at least to the condition existing prior to the start of work.

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 012513 – PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 MATERIALS AND EQUIPMENT

A. In the specifications and on the Engineer's drawings, are specified and shown certain pieces of equipment and materials deemed most suitable for the service anticipated. This is not done to eliminate other equipment and materials equally as good and efficient. The Contractor shall prepare his bid on the particular materials and equipment specified. Following the award of the contract, should the Contractor desire to use other equipment and materials, he shall submit to the Owner a written request for such change and state the advantage to the Owner and the savings or additional cost involved by the proposed substitution. The determination as to whether or not such change will be permitted rests with the Owner and the Engineer.

B. Each major item of equipment shall be inspected by a manufacturer's representative during installation and upon completion of the work. The Contractor shall supply the Engineer with a certificate of such inspection.

END OF SECTION 012513

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.

1.2 PROGRESS MEETINGS

A. Monthly progress meetings will be held at a location to be determined by the Owner on a regularly scheduled day mutually convenient to the Owner, Contractor, and Engineer.

B. The Contractor shall provide an updated construction progress schedule and be prepared to comment in detail on all aspects of his work.

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.

B. Should the rate of progress fall materially behind the scheduled rate of progress, and unless the delay is authorized by the Engineer, each offending Contractor shall furnish additional labor, work overtime, or take other necessary means required for completion of the work on the scheduled date. No additional compensation beyond the set Contract price shall be paid for action taken or overtime expense incurred in maintaining scheduled progress.

END OF SECTION 013216

SECTION 013223 – SURVEY AND LAYOUT DATA

PART 1 - GENERAL

1.1 STAKING

A. The Contractor shall hire a surveyor licensed in the state the work is to be installed to provide all reference points not already established and staking. The Contractor shall protect and preserve the established staking and reference points as long as required for installation of the work and field verifications by any party. The Contractor's surveyor shall replace and accurately relocate all staking and 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 insure the new construction aligns with any existing work.

END OF SECTION 013223

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 DVD record of the surface features within the proposed construction zone of influence. This record shall include, but not be limited to, all audio-video DVDs, 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 video DVD 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 DVD 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 DVD format.

END OF SECTION 013236

SECTION 013319 - FIELD TEST REPORTING

PART 1 - GENERAL

1.1 SUMMARY

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

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

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

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

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

1.2 RELATED DOCUMENTS

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

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

1. Water distribution systems.

1.3 SELECTION AND PAYMENT

A. The Contractor will employ an independent testing laboratory to perform specified testing. Payment shall be incidental to the related work bid item. The laboratory shall be mutually agreed upon by the Owner, Engineer, and Contractor.

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

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

1.4 REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 SUBMITTALS

A. Prior to the start of work, submit testing laboratory name, address, and telephone number, and names of full-time *(registered Engineer) (specialist)* and responsible officer.

B. Submit copy of the testing laboratory's evaluation report issued by one of the evaluation authorities identified in Article 1.6 of this Section with memorandum of remedies of any deficiencies reported by the inspection.

C. Submit the chain of custody and other QA/QC procedures for each test to be utilized by the laboratory.

D. Submit a sample test report for review by the Engineer to demonstrate conformance with Article 3.2 herein.

1.6 QUALITY ASSURANCE

A. The field personnel utilized to perform all field-testing and preparation shall be certified for those tests being performed.

1.7 RESPONSIBILITIES

A. Testing Laboratory Responsibilities:

1. Provide qualified personnel at the site. Cooperate with the Engineer and Contractor in performance of services.

2. Perform specified sampling and testing of products in accordance with the specified standards.

3. Ascertain compliance of materials and mixes with requirements of the contract documents.

4. Immediately notify the Engineer and Contractor of observed irregularities or nonconformance of work or products.

5. Perform additional tests required by the Engineer.

6. Testing personnel are to report to the Engineer or his representative upon arrival on site for instructions and requirements. Prior to leaving the site, furnish the Engineer or his representative all test results whether in a formal or informal format.

7. Attend preconstruction meetings and progress meetings.

B. Contractor Responsibilities:

1. Provide access to materials proposed to be used which require testing.

2. Cooperate with laboratory personnel and provide access to the work.

3. Provide incidental labor and facilities:

a. To provide access to work to be tested.

b. To obtain and handle samples at the site or at the source of products to be tested.

c. To facilitate tests.

d. To provide storage and curing of test samples as required by the testing laboratory.

4. Notify the Engineer and laboratory 24 hours prior to expected time for operations requiring testing services for scheduling purposes. Materials will not be permitted to be placed without the proper testing being performed in conformance with this Section.

1.8 LIMITS OF LABORATORY AUTHORITY

A. The laboratory may not release, revoke, alter, or enlarge the requirements of the contract documents.

B. The laboratory may not approve or accept any portion of the work.

C. The laboratory may not assume any duties of the Contractor.

D. The laboratory has no authority to stop the work.

1.9 SCHEDULE OF TESTS

Testing anticipated on this project shall include, but is not limited to:

A. Concrete

1. Concrete aggregate deleterious substances per ASTM C-40, ASTM C-117, and ASTM C-142, one test per source.

2. Concrete aggregate abrasion per ASTM C-535, one test per source.

3. Sodium sulfate soundness of coarse aggregate per ASTM C-88, one test per source.

4. Sampling Fresh Concrete: ASTM C-172, except modified for slump to comply with ASTM C 94.

a. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.

b. Slump: ASTM C-143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.

c. Air Content: ASTM C-173, volumetric method of lightweight concrete; ASTM C-231 pressure method for normal weight concrete; at least one for each pour of each type of air-entrained concrete, and each time a set of compression test specimens is made.

d. Concrete Temperature: ASTM C-1064, test hourly when air temperature is 40º F. (4º C.) and below, and when 80º F. (27º C.) and above; and each time a set of compression test specimens is made.

e. Compression Test Specimen: ASTM C-31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.

f. Compressive Strength Tests: ASTM C-39; one set for each day's pour exceeding 5 cubic yards plus additional sets for each 50 cubic yards over and above the first 25 cubic yards of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days.

    i. When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.

    ii. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.

g. Two (2) tests beams shall be made for each 250 square yards of concrete pavement and/or slabs on grade placed.

i. For traffic to be allowed on pavement or slab, the modulus of rupture shall be a minimum of 600 psi for Class C concrete or 400 psi for ODOT Class MS or FS.

h. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.

5. Nondestructive Testing: Penetration resistance, sonoscope, or other nondestructive devices may be permitted but shall not be used as the sole basis for acceptance or rejection.

6. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Engineer. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

a. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

B. Pavement

1. Aggregate base sieve analysis per ASTM D-2940, one test per source.

2. Sodium sulfate soundness of aggregate base per ASTM C-88, one test per source.

3. Percent of fractured pieces for aggregate base per ODOT Supplement 1021, one test per source.

C. Asphalt

1. Provide testing for mixture acceptance in accordance with Ohio Department of Transportation Procedures. The person performing the testing must have a current Level 1 Bituminous Concrete approval from ODOT.

D. 2. Hydrostatic Testing – Pressure Pipe, For Water Main and Force Main

a. The pipe to be tested must be sufficiently backfilled to prevent movement while under test pressure.

b. Joint restraint at fittings should be permanent and constructed to withstand test pressure. If concrete thrust blocks are used, sufficient time must be allowed before testing to permit the concrete to cure. A cure time of seven (7) days is recommended when Type I Portland

Cement is used; three (3) days is recommended when Type III high-early Portland Cement is used.

c. Test ends should be restrained to withstand the appreciable thrusts that are developed under test pressure.

d. Air pressure testing of installed pressure pipe is expressly prohibited.

e. Any testing performed without the knowledge of the Engineer shall not be considered a test for the purpose of this specification.

f. The hydrostatic testing sheet marked "Exhibit D" following this section shall be filled out for each section of piping tested in this manner.

g. After the pipe has been installed and partially backfilled (if applicable) subject all newly installed pipe, or any valved sections of it in such lengths of the force main as determined by the responsible agency, unless otherwise specified, to a hydrostatic pressure test equal to 1-1/2 times the line working pressure (50% over the working pressure) but not less than 1.25 times the working pressure at the highest point along the test section; but, in no case, shall such force mains be tested at less than 150 pounds per square inch.. The duration of each test shall be at least 2 hours.

h. Each section of pipeline shall be slowly filled with water and the specified test pressure, measured at the point of lowest elevation, shall be applied by means of a booster pump connected to the pipe in a manner satisfactory to the Engineer. The duration of the test shall be for a minimum of sixty (60) minutes.

i. No pipe installation will be accepted unless the leakage rate for the section of pipe being tested does not exceed a rate as shown on hydrostatic test chart, during a 24-hour test duration.

j. The Contractor shall furnish suitable means for determining the quantity of water lost by leakage during the test.

7. Manhole Vacuum Testing

a. Temporarily plug all pipe entering the manhole. Each plug must be installed at a location beyond the manhole/pipe gasket (i.e. outside the manhole wall), and shall be braced to prevent the plug or pipe from being drawn into the Manhole.

b. The test head shall be placed inside the rim of the cast iron frame at the top of the manhole and inflated, in accordance with the manufacturer's recommendations.

c. A vacuum of at least 10 inches of mercury (10" Hg) shall be drawn on the manhole. Shut the line on the vacuum line to the manhole and shut off the pump or disconnect the vacuum line from the pump.

d. The pressure gauge shall be liquid filled, having a 3.5" diameter face with a reading from zero to thirty inches of mercury.

e. The manhole shall be considered to pass the vacuum test if the vacuum reading does not drop more than 1" Hg (i.e. from 10" to 9" Hg) during the Table 1 minimum test time.

f. If a manhole fails the vacuum test, the manhole shall be repaired with non-shrinkable grout or other material or method approved by the engineer. The manhole surfaces shall be properly prepared prior to any repairs. Once the repair material has cured according to the manufacturer's recommendations, the vacuum test shall be repeated. This process shall continue until a satisfactory test is obtained.

g. All temporary plugs and braces shall be removed after each test.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 SEQUENCING AND SCHEDULING

A. The Contractor shall coordinate the sequence of work activities so as to accommodate required testing and shall allow sufficient time for testing of materials by the laboratory so as to cause no delay in the work or the work of any other Contractor. In addition, the Contractor shall coordinate his work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests.

3.2 LABORATORY TEST RESULTS

A. The testing laboratory shall submit a certified written report of each inspection, test, or similar service concurrently to the Owner, Engineer, and Contractor.

B. Written reports of each inspection, test, or similar service shall include, but not be limited to, the following:

1. Name of testing laboratory.
2. Project name and construction contract reference number.
3. Dates and locations of samples and tests or inspections.
4. Date of report.
5. Names of individuals making the inspection or test.
6. Designation of the work and test method.
7. Test results.
8. Notation of significant ambient conditions at the time of sample taking and testing.

END OF SECTION 013319

CT CONSULTANTS, INC.

HYDROSTATIC LEAKAGE TEST

JOB. NO. _____ PROJECT: _____

CONTRACTOR: _____ CLIENT: _____

WATERLINE TESTED AT: _____ _____
(Street Name) (Station of Gauge)

FROM STATION _____ TO STATION _____ ON _____

WATERLINE SIZE _____ TYPE _____

TESTED _____ ____, _____ AT _____ FOR _____
TOTAL L.F. PIPE SIZE PSI DURATION

ALLOWABLE LEAKAGE _____ PER 1,000 L.F. OR _____ PER _____
GALS./HR. TOTAL GALS. TOTAL L.F.

1ST TEST _____ ____, _____ AND _____

PASS / FAIL PRESSURE LOST GALLONS LOST

2nd TEST _____ , _____ AND _____

PASS / FAIL PRESSURE LOST GALLONS LOST

APPROVED BY _____

(INSPECTOR)

COMMENTS:

_____

_____

ALLOWABLE LEAKAGE PER 1,000 FEET OF WATERMAIN:

PIPE SIZE INCH DIAMETER	ALLOWABLE LEAKAGE GALS. / 1,000 FEET
6	1
8	1.3
10	1.6

12	1.9
16	2.5
20	3.2
24	3.8
30	4.8
36	5.7

NOTE: IN NO CASE SHALL THE TESTED SECTION EXCEED 2,000 FEET IN LENGT

SECTION 013319.01 - FIELD TEST REPORTING

- AGGREGATE, SOILS, CONCRETE AND ASPHALT

PART 1 - GENERAL

1.1 SUMMARY

A. A. The Contractor shall be responsible for the quality of all materials incorporated into the project work and shall be responsible for all costs of testing and certification of same. The Contractor shall provide the City Engineer a list of three (3) local qualified firms for the City to select from to be the Contractor's testing firm.

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 5,00 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. 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

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: _____

_____

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_____

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 013326.01 - QUALITY CONTROL PLAN

PART 1 - GENERAL

1.1 QUALITY CONTROL

A. The Contractor shall be responsible for the quality of all materials incorporated into the project work and shall be responsible for all costs of testing and certification of same. The Contractor shall provide the City Engineer a list of three (3) local qualified firms for the City to select from to be the Contractor's testing firm.

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 certifications of tests and/or gradations for materials 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/5000 S.F. of each lift;
   Trench backfill testing shall be at least one (1) test/50 L.F. of each lift;
   Subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or /5000 S.F. 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. The source materials shall be tested for gradation, Atterberg limits, shore-hydrometer and moisture content.

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 C.Y. 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 C.Y. 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 C.Y. 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 as per ODOT 441.
   c. Asphalt compaction, thickness, and temperature tests shall be performed during asphalt placement per ODOT Item 448.

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 013326.01

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 014126 - GENERAL REGULATIONS AND PERMITS

PART 1 - GENERAL

1.1 REGISTRATION AND PERMITS

The Contractor must register with the Village.

1.2 ARCHAEOLOGICAL DISCOVERIES

Contractors and subcontractors are required under O.R.C. Section 149.53, to notify the Ohio Historical Society and the Ohio Historic Site Preservation Board of Archaeological Discoveries located in the project area, and to cooperate with those entities in archaeological and historic surveys and salvage efforts if such discoveries are uncovered within the project area.

Contact: Department Head
Resource Protection and Review
Ohio Historic Preservation Office
800 E. 17th Avenue
Columbus, Ohio 43211-2497
614-298-2000

Should archaeological discoveries or other activities delay progress of the work, an adjustment in contract time will be made.

END OF SECTION 014126

SECTION 014223 - INDUSTRY STANDARDS

PART 1 - GENERAL

1.1 ABBREVIATIONS

A. Abbreviations, as used, designate the following:

AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
AIEE	-	American Institute of Electrical Engineers
AISC	-	American Institute of Steel Construction
ANSI	-	American National Standards Institute
ASTM	-	American Society of Testing and Materials
AWWA	-	American Water Works Association
CMS	-	Construction and Material Specifications
NEMA	-	National Electrical Manufacturers Association
ODOT	-	Ohio Department of Transportation
ORC	-	Ohio Revised Code
UL	-	Underwriters Laboratories, Inc.

1.2 REFERENCE TO OTHER SPECIFICATIONS

A. Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used, unless otherwise noted on the plans or in the specifications.

1.3 CODES AND STANDARDS

A. All work provided for by these specifications must be installed according to the provisions of the State and local building codes, subject to inspection and acceptance by the State and local inspectors.

END OF SECTION 014223

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 installed in such a manner as may be satisfactory to the Engineer.

END OF SECTION 015136

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 construction 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. 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 015713 - TEMPORARY EROSION CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnishing all labor, materials, tools, equipment and services for the temporary soil erosion and sediment control work as indicated.

B. Coordinating the temporary pollution and erosion control with work of all other trades.

C. Reducing to the greatest extent practicable the area and duration of exposure of readily erodible soils.

D. Protecting the soils by use of temporary vegetation or mulch or by accelerating the establishment of permanent vegetation.

E. Mechanically retarding the rate of runoff from the construction site and control disposal of runoff.

F. Traping all sediment resulting from construction in temporary or permanent debris basins.

G. Using temporary measures to keep erosion under control if construction is suspended for any appreciable length of time.

H. Providing protection against chemical, fuel, or lubricant spills, and sewage pollutants.

I. Protecting project and existing structures from surface water damage due to utility line excavations.

J. Controlling soil erosion and sedimentation by use of silt fences, dikes, ditches, slope protection, sediment pits, basins, dams, slope drains, coarse aggregate, mulches, sod, grasses, filter fabrics, and other erosion control devices or methods.

1.2 SUBMITTALS

A. Product Data
1.Filter fabric
2. Mull sock
2. Inlet Protection Devices

B. Shop Drawings
   1. SWPP Plan

C. Samples

D. Quality Control Submittals
   1. Design Data
   2. Test Reports
   3. Certificates
      a. Seed
      b. Fertilizer
      c. Limestone
   4. Manufacturers Instructions

E. Contract Closeout Submittals
   1. Project Record Documents

1.3 QUALITY ASSURANCE

A. Qualifications

B Regulatory Requirements

C. Certifications

D. Field Samples

E. Mock-ups

F. Pre-Installation Conference

1.4 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping
   1. Deliver grass seed, fertilizer and limestone in original containers labeled with content analysis.

B. Acceptance at Site

C. Storage and Protection

1.5 PROJECT CONDITIONS

A. Environmental Requirements

B. Existing Conditions

C. Field Measurements

1.6 SEQUENCING AND SCHEDULING

A. All temporary control measures as shown on the Drawings, called for in these Specifications or ordered by the Engineer shall remain in effect during the life of the contract to control soil erosion, sedimentation and water pollution.

1.7 MAINTENANCE

A. Maintenance Service

Erosion and sedimentation control devices shall be inspected after rainfall events and shall be cleaned, maintained, repaired or replaces as needed.

B. Extra Materials

Extra materials shall be stored by the Contractor on-site and available for repairing damaged erosion and sedimentation controls and best management practices.

PART 2 - PRODUCTS

2.1 SEED

A. Provide fresh, clean, new crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America.

B. All areas of temporary seeding shall be seeded with grass as shown in the following table:

March 1 - August 15	Per 1000 Square Feet	Per Acre
Oats	3 lbs.	4 bu.
Perenial Ryegrass	1 lb.	40 lbs.
Tall Fescue	1 lb.	40 lbs.

August 16 - November 1*	Per 1000 Square Feet	Per Acre
Rye	3 lbs.	2 bu.
Wheat	3 lbs.	2 bu.
Perenial Ryegrass	1 lb.	40 lbs.
Tall Fescue	1 lb.	40 lbs.

* After November 1, use mulch only

2.2 ORGANIC MULCH

A. Select mulch material based on site requirements, availability of materials and availability of labor and equipment. The following are the minimum rates:

	Rates		
Mulch	Per Acre	Per 1000 ft^2	Notes
Straw (temporary only)	2 tons	90 lbs.	Free from weeds and coarse matter. Must be anchored. Spread with mulch blower or by hand.
Wood Chips (permanent or temporary)	400 $yds.^3$	9 - 10 $yds.^3$	Apply approx. 3" deep. Treat with 12 lbs. of nitrogen per ton. Do not use on firm turf areas. Apply with mulch blower, chip handler, or by hand.
Bark Chips or Shredded Bark (temporary mulch only)	70 $yds.^3$	1½ - 2 $yds.^3$	Do not use in fine turf areas. Apply about ½" thick. Apply with a mulch blower or by hand.

2.3 FERTILIZER

A. All fertilizer shall be manufactured from cured stock and organic sources. Chemical elements shall be accurately proportioned, uniformly mixed, and delivered to the site in factory-sealed containers fully labeled, bearing the name or trademark and warranty of the manufacturer. Commercial fertilizer for lawn sodding shall be dry or liquid compounds of 12-12- 12 analysis, meeting applicable requirements of State and Federal laws.

2.4 LIMESTONE

A. All limestone shall be ground agricultural grade dolomitic limestone containing at least 10 percent magnesium oxide with a minimum total neutralizing power of 90, with at least 40 percent passing a No. 100 sieve and at least 95 percent passing a No. 8 sieve.

2.5 WATER

A. All irrigation water shall be clean and free from injurious amounts of oil, acid, alkali, or other deleterious substances.

2.6 DITCH CHECKS

A. Temporary ditch checks shall consist of coarse aggregate dikes.

2.7 INLET FILTERS

A. Temporary inlet filters and silt fences shall be adequately supported as detailed on the drawings.

2.8 SLOPE DRAINS

A. Temporary slope drains shall consist of pipe, coarse aggregate, riprap, rock channel protection, mats, plastic sheets or other materials approved by the Engineer. Sediment pits may be included as part of slope drain protection.

2.9 FILTER FABRIC

A. Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

Physical Property	Requirements
Filtering Efficiency	75% (min.)
Tensile Strength at 20% (max.) Elongation *	Extra Strength - 50 lbs./lin. in. (min.)
	Standard Strength - 30 lbs./lin. in. (min.)
Flow Rate	0.3 gal./sq.ft./min. (min.)

*Requirements reduced by 50 percent after 6 months of installation.

B. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0° F to 120° F.

2.10 BURLAP

A. Burlap shall be 10 ounce per square yard fabric.

2.11 FILTER SUPPORTS AND REINFORCING

A. Posts for silt fences shall be either 4" diameter wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them.

B. Stakes for filter barriers shall be 1" x 2" wood (preferred) or equivalent metal with a minimum length of 3 feet.

C. Wire fence reinforcement for silt fences using standard strength filter cloth shall be a minimum of 42 inches in height, a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. The Contractor shall limit the surface area of erodible earth material exposed by clearing and grubbing; the surface area of erodible earth material exposed by excavation; borrow; and fill operations; and provide immediate permanent or temporary control measures to prevent contamination of adjacent streams or other areas of water impoundment. Such work will involve the construction of temporary ditch checks, filters, benches, dikes, slope drains, and use of temporary mulches, mats, seeding or other control devices or methods necessary to control erosion and sedimentation.

B. The Contractor shall incorporate all permanent erosion control features into the Work at the earliest practicable time. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. This will require the establishing of final grades as shown on the Drawings and application of agricultural limestone, commercial fertilizer, seeding and mulching or sodding . When directed by the Engineer, temporary fertilizer, seeding and mulching materials shall be used. In general, the Contractor shall temporarily seed all disturbed areas within seven (7) days if they are to remain dormant for more than forty- five (45) days. Permanent soil stabilization shall be applied to disturbed areas within seven (7) days after final grade is reached on any portion of the site.. Temporary control measures will be used when and as directed by the Engineer to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

C Where erosion is likely to be a problem, clearing and grubbing operations should be so scheduled and performed that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise temporary erosion control measures will be required between successive construction stages.

D. The Engineer will limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finished grading, mulching, seeding, and other such permanent control measures

current in accordance with the accepted schedule. Mulching, seeding, and other such permanent control measures shall be applied after completion of a vertical eight (8) feet of embankment or cut, unless otherwise directed by the Engineer. Should seasonal limitations or embankment make such coordination unrealistic, temporary erosion control measures shall be taken immediately.

E. The Engineer may increase or decrease the allowable amount of surface area or erodible earth material to be exposed at one time by clearing and grubbing, excavation, borrow and fill operations as determined by his analysis of project conditions. Factors such as soil erodibility, slope, cut or fill height, exposed area contributing to a watercourse and weather will be considered in this determination.

F. In the event of conflict between these requirements and pollution control laws, rules, or regulations or other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

G. Temporary seeding areas shall be fertilized at a rate of 12-15 pounds per 1000 square feet of 10-10-10 or 12-12-12 analysis or equal.

H. When directed by the Engineer, the seed bed shall be thoroughly watered to maintain adequate moisture in the upper four (4) inches of soil, necessary to promote proper root growth.

I. When directed by the Engineer, temporary seeded areas shall be mowed when grass exceeds four (4) inches in height.

J. Temporary erosion control features shall be acceptably maintained and shall subsequently be removed or replaced when directed by the Engineer.

K. Removed materials shall become the property of the Contractor and shall be disposed of off the site at the Contractor's expense.

3.2 PERFORMANCE

A. If, in the opinion of the Engineer and Owner, proper control of soil erosion and sedimentation is not being provided by the Contractor, the Owner may take all necessary steps to provide corrective measures and the cost of such services will be deducted from any money which may be due or become due the Contractor.

B. Control work performed for protection of construction areas outside the construction site, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites shall be considered as a subsidiary obligation of the Contractor, with all necessary control costs included in the contract price.

C. In the event that temporary erosion and sediment control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls

as a part of the work as scheduled, and are ordered by the Engineer, such temporary work shall be performed by the Contractor at his expense.

3.3 SILT FENCE

A. The height of a silt fence shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).

B. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum six (6) inches overlap and securely sealed.

C. Posts shall be spaced a maximum of ten (10) feet apart at the barrier location and driven securely into the ground (minimum of 12 inches). When extra strength fabric is used without the wire support fence, post spacing shall not exceed six (6) feet.

D. A trench shall be excavated approximately four (4) inches wide and four (4) inches deep along the line of posts and upslope from the barrier.

E. When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least one (1) inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of two (2) inches and shall not extend more than 36 inches above the original ground surface.

F. The standard strength filter fabric shall be stapled or wired to the fence, and eight (8) inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.

G. When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts with all other provisions of Subparagraph F above applying.

H. The trench shall be backfilled and soil compacted over the filter fabric.

I. Silt fences shall be removed when they have served their purpose, but not before the upslope area has been permanently stabilized.

J. Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.

K. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.

L. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.

M. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared and seeded.

3.4 TEMPORARY MULCHING

A. Application
   1. Mulch materials shall be spread uniformly, by hand or machine.
      a. When spreading straw mulch by hand, divide the areas to be mulched into approx. 1000 sq. ft. sections and place approx. 90 lbs. of straw in each section to facilitate uniform distribution.

B. Mulch Anchoring
   1. Straw mulch shall be anchored immediately after spreading to prevent windblow. One of the following methods of anchoring straw shall be used:
      a. Mulch anchoring tool
         1. This is a tractor-drawn implement (mulch crimper, serrated straight disk or dull farm disk) designed to punch mulch approximately two(2) inches into the soil surface. This method provides maximum erosion control with straw. It is limited to use on slopes no steeper than 3:1, where equipment can operate safely. Machinery shall be operated on the contour.
      b. Liquid mulch binders
         1. Application of liquid mulch binders and tackifiers should be heaviest at edges of areas and at crests of ridges and banks, to prevent windblow. The remainder of the area should have binder applied uniformly. Binders may be applied after mulch is spread; however, it is recommended to be sprayed into the mulch as it is being blown onto the soil. Applying straw and binder together is the most effective method.
         2. The following type of binder may be used:
            a.) Asphalt - any type of asphalt thin enough to be blown from spray equipment is satisfactory. Recommended for use are rapid curing (RC-80, RC-250, RC-800), medium curing (MC-250, MC-800) and emulsified asphalt (SS-1, MS-2, RS-1 and RS-2). Apply asphalt at 4 gal./1000 ft.^{2}, 600 gal./acre. Do not use heavier applications as it may cause the straw to "perch" over rills.
            b.) Wood Fiber - wood fiber hydroseeder slurries may be used to tack straw mulch.

c. Mulch nettings
1. Lightweight plastic, cotton or paper nets may be stapled over the mulch according to manufacturer's recommendations.

C. Chemical Mulches
1. Chemical mulches may be used alone only in the following situations:
a. Where no other mulching material is available.
b. In conjunction with temporary seeding during the times when mulch is not required for that practice.
2. Chemical mulches may be used to bind other mulches or with wood fiber in a hydroseeded slurry at any time. Manufacturer's recommendations for application of chemical mulches shall be followed.

D. Nets and Mats
1. Nets may be used alone on level areas, on slopes no steeper than 3:1, and in waterways.
2. When mulching is done in late fall or during June, July and August, or where soil is highly erodible, net should only be used in conjunction with an organic mulch such as straw.
3. When net and organic mulch are used together, the net should be installed over the mulch except when the mulch is wood fiber. Wood fiber may be sprayed on top of the installed net.
4. Excelsior blankets are considered protective mulches and may be used alone on erodible soils and during all times of the year.
5. Other products designed to control erosion shall conform to manufacturer's specification and should be applied in accordance with manufacturer's instructions provided those instruction are at least as stringent as this specification.
6. Staples will be made of plain iron wire, No. 8 gauge or heavier, and will be six (6) inches or more in length.
7. Prior to installation:
a. Shape and grade as required the waterway, channel, slope or other area to be protected.
b. Remove all rocks, clods or debris larger than two (2) inches in diameter that will prevent contact between the net and the soil surface.
c. When open-weave nets are used, lime, fertilizer and seed may be applied either before or after laying the net. When excelsior matting is used, they must be applied before the mat is laid.
8. Laying the Net:
a. Start laying the net from top of channel or top of slope and unroll down-grade.
b. Allow to lay loosely on soil - do not stretch.
c. To secure net: Upslope ends of net should be buried in a slot or trench no less than six (6) inches deep. Tamp earth firmly over net. Staple the net every twelve (12) inches across the top end.

d. Edges of net shall be stapled every three (3) feet. Where two strips of net are laid side by side, the adjacent edges shall be overlapped three (3) inches and stapled together.

e. Staples shall be placed down the center of net strips at 3-foot intervals. Do not stretch net when applying staples.

9. Joining strips
   a. Insert new roll of net in trench, as with upslope ends of net. Overlap the end of the previous roll eighteen (18) inches, turn under six (6) inches and staple across end of roll just below anchor slot and at the end of the turned-under net every twelve (12) inches.
10. At bottom of slopes
   a. Lead net out onto a level area before anchoring. Turn ends under six (6) inches and staple across end every twelve (12) inches.
11. Check slots
   a. On highly erodible soils and on slopes steeper than 4:1, erosion check slots should be made every fifteen (15) feet. Insert a fold of net into a six (6) inch trench and tamp firmly. Staple at twelve (12) inch intervals across the downstream portion of the net.
12. Rolling
   a. After installation, stapling and seeding, net should be rolled to ensure firm contact between net and soil.
13. All mulches should be inspected periodically, in particular after rainstorms, to check for rill erosion. Where erosion is observed, additional mulch should be applied. Net should be inspected after rainstorms for dislocation or failure. If washouts or breakage occur, re- install net as necessary after repairing damage to the slope. Inspections should take place up until grasses are firmly established. Where mulch is used in conjunction with ornamental plantings, inspect periodically throughout the year to determine if mulch is maintaining coverage of the soil surface; repair as needed.

3.5 TEMPORARY SEEDING

A. Site Preparation
   1. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application and anchoring.
   2. Install the needed erosion control practices prior to seeding such as diversions, temporary waterways for diversion outlets and sediment basins.

B. Seedbed Preparation
   1. Lime (in lieu of a soil test recommendation) shall be applied on acid soil (pH 5.5 or lower) and subsoil at a rate of 100 pounds per 1000 square feet or two tons per acre of agricultural ground limestone. For best results, make a soil test.
   2. Fertilizer (in lieu of a soil test recommendation) shall be applied at a rate of 12-15 pounds per 1000 square feet or 500-600 pounds per acre of 10-10-10 or 12-12-12 analysis or equivalent.

3. Work the lime and fertilizer into the soil with a disk harrow, springtooth harrow or similar tools to as depth of two inches. On sloping areas, the final operation shall be on the contour.

C. Seeding
1. Apply the seed uniformly with a cyclone seeder, drill, cultipacker seeder or hydroseeder (slurry may include seed and fertilizer) preferably on a firm, moist seedbed. Seed wheat or rye no deeper than one (1) inch. Seed ryegrass no deeper than one-fourth (¼) inch.
2. When feasible, except where a cultipacker type seeder is used, the seedbed should be firmed following seeding operations with a cultipacker, roller or light drag. On sloping land, seeding operations should be on the contour wherever possible.

D. Mulching
1. Mulch shall be applied to protect the soil and provide a better environment for plant growth.
2. Mulch shall consist of small grain straw (preferably wheat or rye) and shall be applied at the rate of two tons per acre or 100 pounds (two to three bales) per 1000 square feet.
3. Spread the mulch uniformly by hand or mechanically so the soil surface is covered.
4. Mulch Anchoring Methods
   a. Mechanical - use a disk, crimper or similar type tool set straight to punch or anchor the mulch material into the soil.
   b. Asphalt Emulsion - apply at the rate of 160 gallons per acre into the mulch as it is being applied.
   c. Mulch Nettings - use according to the manufacturer's recommendations. Use in areas of water concentration to hold mulch in place.

E. Irrigation
1. If soil moisture is deficient, supply new seedings with adequate water for plant growth until they are firmly established. This is especially true when seedings are made late in the planting season, in abnormally dry or hot seasons, or on adverse sites.

END OF SECTION 015713

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 night time so as to warn the traffic of such obstruction.

G. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, shall again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the construction site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at 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 017800 - FINAL COMPLIANCE AND SUBMITTALS

PART 1 - GENERAL

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

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

B. Contractor's Certification of Completion.

C. Contractor's Affidavit of Prevailing Wage.

D. Consent of Surety Company for Final Payment.

E. Affidavit of Final Acceptance Date and Correction Period.

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

END OF SECTION 017800

SECTION 017821 - CLEANING AND PROTECTION

PART 1 - GENERAL

1.1 GENERAL

A. On or before the completion date for the work, the Contractor shall tear down and remove all temporary structures built by him, all construction plant used by him, and shall repair and replace all parts of existing embankments, fences or other structures which were removed or injured by his operations or by the employees of the Contractor. The Contractor shall thoroughly clean out all buildings, sewers, drains, pipes, manholes, inlets and miscellaneous and appurtenant structures, and shall remove all rubbish leaving the grounds in a neat and satisfactory condition.

B. As circumstances require and when ordered by the Engineer, the Contractor shall clean the road, driveway, and/or sidewalk on which construction activity under this contract has resulted in dirt or any other foreign material being deposited with an automatic self-contained mechanical sweeper with integral water spray, vacuum and on-board or supplementary containment.

C. Failure to comply with this requirement when ordered by the Engineer or his representative, may serve as cause for the Engineer to stop the work and to withhold any monies due the Contractor until such order has been complied with to the satisfaction of the Engineer.

D. As the work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from his work. Particular attention shall be given to minimizing any fire and safety hazard from form materials or from other combustibles as may be used in connection with the work, which should be removed daily.

E. The Contractor shall wash all windows and other glass surfaces, leaving all areas free from putty marks, paint, etc.

F. During and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flooding or breakage thereby permitting all work to be left in a new condition at the completion of the contract.

END OF SECTION 017821

SECTION 017839 - PROJECT RECORDS, DRAWINGS

PART 1 - GENERAL

1.1 RECORD DRAWINGS

A. The Contractor shall furnish an authentic set of marked-up drawings showing the installation insofar as the installation shall have differed from the Engineer's drawings. The drawings shall be delivered to the Engineer for making revisions to the original drawings immediately after final acceptance by the Owner.

B. The Contractor shall furnish dimensioned drawings indicating locations of all underground mechanical and electrical facilities.

1.2 SERVICE CONNECTION RECORDS

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

B. The location of each sewer connection as measured along the sewer from the nearest downstream manhole and its description with respect to the sewer shall be recorded. The record shall include the depth of new stubs for future connections and the depth of existing connections as measured from the surface grade. Also, the use of any vertical riser pipe shall be noted.

C. The location of each water connection as measured along the water line from the nearest fire hydrant.

END OF SECTION 017839

SECTION 310000 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. The Work covered by this Section shall include all excavation, trenching and related work for the construction of the designated structures and pipelines, backfill and other incidental work.

B. The Work covered by this Section consists of:
1. making all necessary excavations for the construction of all Work;
2. preparing subgrade for foundations, slabs, walks, and pavements;
3. doing all pumping, fluming, and dewatering necessary to keep the trenches and other excavation free from water;
4. providing for uninterrupted flow of existing drains and sewers, and the disposal of water from any sources during the progress of the Work;
5. supporting and protecting all trench walls, structures, pipes, conduits, culverts, posts, poles, wires, fences, buildings and other public and private property adjacent to the Work;
6. removing and replacing existing sewers, culverts, pipelines and bulkheads where necessary;
7. removing after completion of the Work all sheeting and shoring or other soil support materials not necessary to support the sides of trenches;
8. removing and disposing all surplus excavated material;
9. doing all backfilling and grading, of compacting backfill to limits specified or ordered by the Engineer;
10. restoring all property damaged as a result of the Work involved in this Contract.

C. The Work includes transporting surplus excavated materials not needed for backfill at the location where the excavation is made, to other parts of the Work where filling is required, and disposal of all types of surplus material off the site.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Section 013319 – Field Testing Reporting

B. Specific Project Requirements

1.3 DEFINITIONS

A. Backfill: Soil or granular materials used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, not including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding: Layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow: Satisfactory soil imported for use as fill or backfill.

D. Excavation: Removal and disposal of material encountered above subgrade or foundation elevations.
   1. Additional Excavation: Excavation below subgrade or foundation elevations as directed by Engineer.
   2. Trench: Narrow linear excavation
   3. Unauthorized Excavation: Excavation below subgrade or foundation elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
   4. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface or subsurface conditions encountered, including rock, soil materials and obstructions.

E. Embankment: A structure consisting of soil, granular material, shale, rock, or other approved material, constructed in layers to a predetermined elevation and cross-section.

F. Granular materials: Natural aggregate, such as broken or crushed rock, gravel, or sand that can be readily incorporated into an 8-inch layer, and in which at least 65% by weight of the grains or particles are retained in a No. 200 sieve.

G. Laboratory Dry Weight: The maximum laboratory dry weight shall be the weight provided by the laboratory when the sample is tested in accordance with ASTM D-698 Method A, C, or D.

H. Optimum Moisture: The water content at which the maximum density is produced in a soil by a given compaction effort (ASTM D-698).

I. Pavement Prism: Also referred to as the zone of influence. The area below a line drawn 45 degrees to the horizontal from the surface at the edge of pavement, sidewalk or curb.

J. Pipe Embedment: The material placed in a trench surrounding a pipe or conduit consisting of the foundation, bedding, haunching, and initial backfill.

K. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material one (1) cu. yd. or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches.

L. Shale: Laminated material, formed by the consolidation in nature of soil, having a finely stratified structure. For the purpose of these specifications, the following bedrock types shall also be considered shale: mudstone, claystone, siltstone and hard clay.

M. Soil: All earth materials, organic or inorganic, which have resulted from natural processes such as weathering, decay, and chemical reaction.

N. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, pavement, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

O. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage course, or topsoil materials.

P. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Comply with all provisions of Section 013323, Shop Drawings, Product Data and Samples.

B. Product Data: For the following:
1. Source-locations of all materials shall be identified to the Engineer.
2. Source quality laboratory test of all fill materials as required to show compliance with material specifications.

C. Shop Drawings: Submit information for the following items:

1.5 REFERENCES

A. AASHTO M 43 Standard Specification for Size of Aggregate for Road and Bridge Construction

B. ASTM C-150 Standard Specification for Portland Cement

C. ASTM C-618 Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete

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

E. ASTM D-1586 Standard Method for Penetration Test and Split-Barrel Sampling of Soils

F. ASTM D-2487 Standard Test Method for Classification of Soils for Engineering Purposes

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

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

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

J. State of Ohio - Department of Transportation - Construction and Material Specifications, Item 304, Aggregate Base.

K. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.16, Suitable Materials for Embankment Construction.

L. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.02.A.2, Fine Aggregate for Portland Cement Concrete

1.6 QUALITY ASSURANCE

A. Qualifications

B. Regulatory Requirements

C. Certifications

1.7 PROJECT CONDITIONS

A. Existing Conditions
   1. Existing ground elevations of the site are shown by figures and/or by contours on the Drawings. The contours and elevations of the present ground are believed to be reasonably correct, but do not purport to be absolutely so, and, together with any schedule of quantities, are presented only as an approximation. The Contractor shall satisfy himself, however, by actual examination on the site of the Work, as to the existing elevations and contours, and the amount of work required.

B. Existing Utilities
   1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
   2. Notify Engineer not less than two days in advance of proposed utility interruptions.
   3. Do not proceed with utility interruptions without Engineer's written permission.
   4. Contact utility-locator service for area where Project is located before excavating.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver products to the site, store and protect under provisions of Section 016600, Product Handling and Protection.

B. Comply with all provisions of Section 013543, Environmental Protection.

1.9 SEQUENCING AND SCHEDULING

A. Refer to 013319 for testing laboratory service scheduling.

1.10 PROHIBITION OF EXPLOSIVES

A. The use of explosives is not permitted.

1.11 FIELD MEASUREMENTS

A. The Contract Drawings may indicate locations where certain utilities, structures or facilities might possibly interfere with the installation of new improvements. The Contractor shall dig such exploratory test pits as may be necessary to determine the exact location and elevation of the indicated subsurface structure and shall make acceptable provision for their protection, support and maintenance in operation. The Engineer shall be provided advance notification when and where excavation for test pits will take place. The Contractor shall provide the Engineer a record of field locations of all listed utilities, structures or facilities a minimum of five (5) days prior to initiating construction of the project. Locations and elevations are to be provided by a Surveyor registered in the State of Ohio.

PART 2 - PRODUCTS

2.1 GRANULAR PIPE EMBEDMENT

A. Crushed gravel or crushed limestone meeting AASHTO M 43 gradation shall be used for bedding, haunching, and initial backfill as shown on the Drawings.

2.3 SPECIAL BACKFILL MATERIAL (ODOT Item 304)

A. Special backfill material shall meet the gradation requirements of ODOT Item 304 and shall consist of crushed gravel or crushed limestone in combination with natural sand or stone. The aggregate shall meet the following gradation requirements:

Sieve	Total Percent Passing
2 inch	100
1 inch	70-100
¾ inch	50-90
No. 4	30-60
No. 30	9-33

2.4 LOW STRENGTH MORTAR BACKFILL

A. Low Strength Mortar shall comply with ODOT Item 613.

B. Submit test data that demonstrates that the proposed mix has a strength of 50 to 100 PSI at 28 days.

C. Each load shall be tested with 3 cylinders for strength test broken at 3, 7, and 28 days until the Engineer is assured that the mix will be between 50 to 100 PSI at 28 days. Thereafter, one set of strength tests shall be taken every 50 CY.

It is intended that the sand be fine enough to stay in suspension in the mixture to the extent required for proper flow. The Engineer reserves the right to reject the sand if a flowable mixture cannot be produced.

D. Mortar Mix Proportioning

1. The initial trial mixture shall be as follows:

Quantity of Dry Materials per Cubic Yard

Cement	100 lbs.
Fly Ash	250 lbs.
Sand (SSD)*	2700 lbs.
Water	500 lbs.

* saturated-surface dry

2. These quantities of materials are expected to yield approximately l cubic yard of mortar of the proper consistency. Adjustments of the proportions may be made providing the total absolute volume of the materials is maintained.

2.5 EMBANKMENTS

A. Soils suitable for use in an embankment must conform to ODOT 703.16 and are restricted as follows:

1. Maximum laboratory dry weight shall not be less than 90 pounds per cubic foot, except that soils having maximum dry weights of less than 100 pounds per cubic foot shall not be used in the top 12 inches of embankment.
2. Soil having a liquid limit in excess of 49 are considered as unsuitable for use in an embankment.
3. Silt from excavation or borrow identified as Ohio Classification A-4b shall be considered suitable for use in an embankment only when placed at least 3 feet below the surface of the subgrade.
4. No slag, recycled Portland cement concrete or recycled asphaltic concrete products are suitable for use in an embankment.
5. Do not use any suitable material that cannot be incorporated in an 8-inch lift in the top 2 feet of the embankment.
6. Do not use shale, hard shale, or siltstone in the top 2 feet of embankment.

7. Do not use materials that cannot be satisfactorily placed and compacted to a stable and durable condition.
8. Material excavated in the work that contains excessive moisture is unsuitable for embankment construction unless dried. Dry or aerate such material before incorporating in the work. The Contractor may elect to waste this material, instead of drying it.
9. Granular material Type E as specified in ODOT 703.16.C, is not allowed.
10. No petroleum contaminated soils are suitable for use in an embankment.

2.6 ENGINEERED FILL

A. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940. The aggregate shall meet the following gradation requirements:

Sieve	Total Percent Passing
2 inch	100
1½ inch	95-100
¾ inch	70-92
3/8 inch	50-70
No. 4	35-55
No. 30	12-25
No. 200	0-8

PART 3 - EXECUTION

3.1 PROTECTION

A. Excavation; Temporary Sheeting, Shoring, and Bracing
1. All excavation shall be in accordance with the Occupation Safety and Health Administration (OSHA) regulations.
2. The Contractor shall furnish and install adequate sheeting, shoring, and bracing to maintain safe working conditions, and to protect newly built work and all adjacent neighboring structures from damage by settlement.
3. Bracing shall be arranged so as not to place a strain on portions of completed work until construction has proceeded enough to provide ample strength. Sheeting and bracing may be withdrawn and removed at the time of backfilling, but the Contractor shall be responsible for all damage to newly built work and adjacent and neighboring structures.
4. All sheeting shall be removed unless specifically authorized in writing by the Engineer to be left in place.

B. Construction Sheeting Left in Place
1. The Contractor shall furnish, install, and leave in place construction sheeting and bracing when specified or when indicated or shown on the Drawings.
2. Any construction sheeting and bracing which the Contractor has placed to facilitate his work may be ordered in writing by the Engineer to be left in place. The right of the Engineer to order sheeting and bracing left in place

shall not be construed as creating an obligation on his part to issue such orders. Failure of the Engineer to order sheeting and bracing left in place shall not relieve the Contractor of his responsibility under this Contract.

3.2 REPLACING, MOVING AND REPAIRING OF EXISTING UTILITIES

A. The Contractor shall:
   1. replace, move, repair and maintain all utilities and all other structures encountered in the work
   2. coordinate and communicate with applicable utility companies
   3. repair all damage done to any of the said structures and appurtenances through his acts or neglect and shall keep them in repair during the life of this contract. The Contractor shall in all cases leave them in as good condition as they were previous to the commencement of the work and to the satisfaction of the Engineer.

3.3 DEWATERING

A. Drainage and Removal of Water
   1. The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property or structures.

   2. The Contractor shall, when ordered by the Engineer, construct tight bulkheads across trench and provide pumps suitable for the removal of any water which may be encountered or which may accumulate in the trenches. Unless otherwise provided for in the Contract Documents, drainage water will not be permitted to flow through the conduit.
   3. The trench shall be kept free from sewage and storm, surface, and subsurface water to at least 2 feet below the bottom of the excavation.
   4. Where open water courses, ditches, or drain pipes are encountered during the progress of the Work, the Contractor shall provide protection and securing of the continuous flow in such courses or drains and shall repair any damage that may be done to them.

3.4 EXCAVATION CLASSIFICATION

A. All excavated materials are unclassified as defined in Article 1.3.

3.5 GENERAL EXCAVATION

A. All necessary excavation for buildings, structures, pavements, and site improvements shall be performed to accommodate the completion of all related Contract Work.

B. The Drawings show the horizontal and the lower limits of structures. The methods and equipment used by the Contractor when approaching the bottom limits of excavation shall be selected to provide a smooth surface and to prevent disturbing the soil below the bottom limits of excavation. All soil loosened during excavation shall be removed from the bottom of the excavation.

C. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.

D. Excavation which is carried below the bottom limits of structures shall be classified as Unauthorized Excavation, unless said excavation below bottom limits of structures has been authorized by the Engineer prior to each occurrence.

E. Unauthorized Excavation shall be filled with Class B concrete to the bottom limits of structures. Under circumstances where structural integrity is not a factor, the Engineer may authorize the filling of Unauthorized Excavation with Low Strength Mortar Backfill or Special Backfill material compacted to 100% density as specified under the compaction requirements in this Section. Such work shall be at the cost of the Contractor.

3.6 TRENCH EXCAVATION

A. Excavation for trenches in which pipelines, sewers, and conduits are to be installed shall provide adequate space for workmen to space and joint pipe properly, but in every case the trench shall be kept to a minimum width. The width of trench shall not exceed the limits shown on the Drawings.

B. Excavation shall be to the depth necessary for placing of granular bedding material under the pipe as shown on the Drawings. If over-excavation occurs, the trench bottom shall be filled to grade with compacted granular bedding material.

C. Trenching operations shall not be performed beyond the distance that will be backfilled and compacted the same day.

D. In general, backfilling shall begin as soon as the conduit is in approved condition to receive it and shall be carried to completion as rapidly as possible. New trenching shall not be started when earlier trenches need backfilling or the surfaces of streets or other areas need to be restored to a safe and proper condition.

3.7 EXCAVATION OF UNSUITABLE MATERIALS

A. Unsuitable materials existing below the Contract bottom limits for excavation shall be removed as directed by the Engineer. Such excavation shall not exceed the vertical and lateral limits as prescribed by the Engineer.

B. In utility trenches, the voids left by removal of unsuitable excavated material shall be filled with AASHTO M 43 No. 1 and No. 2 aggregate conforming to the material requirements of Article 2.1 of this Section.

C. In excavations other than utility trenches, the voids left by removal of unsuitable excavated material shall be filled with material consisting or either: (1) Special Backfill Material; (2) Class B concrete; or (3) Low Strength Mortar Backfill, whichever is ordered by the Engineer.

D. Removal of unsuitable excavated material and its replacement as directed will be paid on basis of Contract Conditions relative to Changes in Work unless specific unit prices have been established for excavation of unsuitable material.

3.8 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

A. It shall be the responsibility of the Contractor to dispose of all surplus material that cannot be used in backfill or embankments at his expense outside the limits of the project. Unsuitable excavated material, including rock or large boulders, shall be disposed of outside the limits of the project.

B. Surplus material may be wasted adjacent to or incorporated in the regular construction only when ordered in writing by the Engineer.

3.9 BACKFILL

A. Structures

1. Backfilling shall not commence before concrete has attained specified strength. Do not use equipment for backfilling and compaction operations against structures that will overload the structure.
2. Backfilling around and over structures shall be carefully placed and tamped with tools of suitable weight to a point one (1) foot above the top of same. Additional backfill may be required to protect the structure from damage from heavy equipment. Backfill shall be placed in uniform layers not exceeding eight (8) inches in depth. Each layer shall be placed, then carefully and uniformly compacted to the specified density so as to eliminate the possibility of displacement of the structure.
3. After the backfill has been placed and compacted around the structure to the height specified above, the remainder may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a structure, and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.

B. Where any new, proposed, or future pavement, driveway, parking lot, curb, curb and gutter, or walk is to be placed over a backfilled area, Special Backfill material shall be used for any portion of the trench falling within the pavement prism.

C. Where it is necessary to undercut or replace existing utility conduits and/or service lines, the excavation beneath such lines shall be backfilled the entire length with approved Granular Pipe Embedment Material compacted in place in eight (8) inch layers to the required density. The approved Granular Pipe Embedment Material shall extend outward from the spring line of the conduit a distance of two (2) feet on either side and thence downward at its natural slope.

3.10 LOW STRENGTH MORTAR BACKFILL

A. Low strength mortar backfill shall be discharged from the mixer as recommended by the supplier and approved by the Engineer.

B. Low strength mortar backfill may be placed in the trench in as few lifts as may be practical.

C. Secure conduit or pipelines before placing low strength mortar backfill to prevent conduits and pipelines from floating during backfilling.

D. For low strength mortar backfill placed against existing structures of unknown strength, backfill material shall be brought up uniformly in maximum 12 inch lifts and allowed to cure for a minimum of 24 hours or until it can carry a person's weight without leaving imprints before the next lift is placed.

E. Low strength mortar backfill shall be brought up to subgrade elevation or the pavement prism, whichever may be applicable.

3.11 SUBGRADE

A. All soil subgrade shall be prepared in accordance with this subsection.

B. Drainage
   1. The surface of the subgrade shall be maintained in a smooth condition to prevent ponding of water after rains to insure the thorough drainage of the subgrade surface at all times.

C. Unsuitable Subgrade
   1. Where unsuitable subgrade or subgrade not meeting the required bearing capacity is encountered in cuts, due to no fault or neglect of the Contractor, in which satisfactory stability cannot be obtained by moisture control and compaction, the unstable material shall be excavated to the depth required by the Engineer.
   2. Suitable material required for the embankment to replace the undercut will be paid on basis of Contract Conditions relative to changes in Work.
   3. Where soft subgrade in cuts is due to the failure of the Contractor to maintain adequate surface drainage as required in this article, or is due to any other fault or neglect of the Contractor, the unstable condition shall be corrected as outlined above at no expense to the Owner.

3.12 COMPACTION REQUIREMENTS

A. The bottom of excavations upon which concrete foundations or structures are to be placed shall be compacted so as to obtain 100% of maximum dry density per ASTM D-698 in the top twelve (12) inches.

B. The top twelve (12) inches of stripped original subgrade and final subgrade shall be compacted to not less than 100% of maximum dry density per ASTM D-698.
   1. Subgrade under new, proposed, or future pavement shall be compacted 18 inches beyond the edge of pavement, paved shoulders or paved medians.

C. Compaction of subgrade for sidewalks (regardless of paving material) shall be 100% of maximum dry density per ASTM D-698 in the top six (6) inches.

D. Compaction of non-paved areas shall be 90% of maximum dry density per ASTM D-698.

E. Aggregate pipe embedment and aggregate backfill around structures shall be compacted to not less than 100% of maximum dry density per ASTM D-4253 and ASTM D-4254.

F. Final backfill shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

G. Fill placed within the interior of structures shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

H. Embankment shall be placed and compacted in layers until the density is not less than the percentage of maximum dry density indicated in the following table determined by ASTM D-698.

EMBANKMENT SOIL COMPACTION REQUIREMENTS

Maximum Laboratory Dry Weight Pounds/Cubic Foot	Minimum Compaction Requirements Percent Laboratory Maximum
90-104.9	102
105-119.9	100
120 and more	98

I. Test Sections
   1. If it is determined by the Engineer that the composition of the material is such that it cannot be tested for density using a nuclear densometer or other methods; or where, in the opinion of the Engineer, in-place compaction testing is not feasible; and if approved by the Engineer, the Contractor may construct a test section to demonstrate acceptable compactive effort in lieu of in-place compaction testing. Test sections shall be constructed at no additional cost to the Owner.

2. The test section shall be completed by repeatedly compacting the material until no further density is achieved. This value shall be the Minimum Test Section Density (MTSD). The compaction equipment used to complete the test section shall be of suitable size to compact the material and shall be the same equipment used to compact the in-place material.
3. The test section shall be constructed with moisture density control as specified in this Section.
4. The material shall be compacted to at least 98% of the MTSD.
5. Each lift of in-place fill or backfill shall be densified using a compactive effort equal to or greater than the effort applied to achieve the MTSD; i.e., if six passes were required to achieve MTSD, then each lift of material shall be compacted using six or more passes.
6. Construct a new test section when, in the opinion of the Engineer, the fill or backfill material has changed character or when the supporting material has changed character.

END OF SECTION 310000

SECTION 312323.13 – COMPACTED BACKFILL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

A. The Contractor shall furnish, place and compact all the materials needed from select excavated materials or furnish additional suitable material if the excavated material is deemed unsuitable or the moisture content is not or can not be made to be within acceptable tolerances of optimum moisture to achieve the specified compaction.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Suitable excavated material as specified in ODOT Item 203.

PART 3 - EXECUTION

3.1 PLACING

A. Compacted backfill shall be properly placed in layers sufficient to meet the compaction requirement of 100% of maximum laboratory dry density per ASTM D 698 throughout the entire layer and thoroughly compacted with mechanical compaction equipment with moisture adjustment as needed. Should after settlement occur, the Contractor must add and compact additional material, and he must maintain the backfill at the required finished grade or sub-grade until the project is satisfactorily completed and during the correction period.

B. Approved mechanical compaction equipment shall be used for tamping backfill. Flooding, jetting or puddling of backfill will not be permitted.

END OF SECTION 312323.13

SECTION 312323.14 – COMPACTED GRANULAR BACKFILL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

A. The Contractor shall furnish, place and compact all the materials needed.

PART 2 - PRODUCTS

2.1 MATERIAL

A. Aggregate shall be ODOT 304 crushed limestone. Crushed gravel or slag products are unacceptable.

B. Contractor shall submit current test reports for the lot(s) of the material to be supplied.

PART 3 - EXECUTION

3.1 PLACING AND COMPACTING

A. Compacted granular backfill shall be properly placed in layers sufficient to meet the compaction requirement of 100% of maximum laboratory dry density per ASTM D 698 throughout the entire layer and thoroughly compacted with mechanical compaction equipment with moisture adjustment as needed. Should after settlement occur, the Contractor must add and compact additional material, and he must maintain the backfill at the required finished grade or sub-grade until the project is satisfactorily completed and during the correction period.

B. Approved mechanical compaction equipment shall be used for tamping backfill. Flooding, jetting or puddling of backfill will not be permitted.

END OF SECTION 312323.14

SECTION 312333 - UNDERGROUND CONDUIT INSTALLATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The Construction Drawings and General Provisions of this Contract including the General and Supplementary Conditions, Specific Project Requirements, Proposal, and all referenced standard specifications apply to work defined in this section.

1.2 DESCRIPTION

A. This work shall consist of the construction or reconstruction of underground pipe conduits in accordance with these specifications and in reasonable close conformance to the lines and grades shown on the detailed plans or as otherwise established by the Engineer.

B. This work shall include excavating for the conduit, fittings, and appurtenances; clearing and grubbing and removal of all materials necessary for placement of the conduit except any items paid for separately; furnishing and placing bedding and backfill as required; constructing and subsequently removing all necessary cofferdams, cribs and sheeting; pumping and dewatering; making all conduit joints as required; installing all necessary conduit; joining to existing and proposed appurtenances as required; performing leakage tests as required; restoration of all disturbed facilities and surfaces. The work shall also include the maintenance of existing flow and service to facilities being modified. Procedures for such maintenance shall be as approved by the Engineer prior to any work commencing.

PART 2 - MATERIALS

2.1 CONDUIT

A. All conduit utilized shall be of one type and size specified in the proposal meeting the requirements of the detailed material specification.

B. Shop drawings, catalog cuts, and test certifications may be required by the Engineer for all conduit, fittings, and appurtenances.

C. Aggregate for the bedding and backfill shall conform to the requirements of the plan detail or as modified in writing by the Engineer. All aggregates shall conform to ODOT 703 for soundness and gradation.

D. All other materials utilized as part of this work shall meet their respective ASTM requirements.

PART 3 - EXECUTION

3.1 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

A. Pavement, Sidewalks, and Curbing

1. Removal of existing pavements, sidewalks, curbing, and similar structures shall end at an existing joint or a sawed joint. Sawed joints shall be straight, neat, and free from chipped or damaged edges.
2. For non-reinforced concrete, the saw cut shall be completely through concrete.
3. For reinforced concrete, the saw cut shall be completely through the steel and concrete.
4. If the concrete is coated with a bituminous surface or other material, the saw cut shall be as specified above.

B. Manholes, Catch Basins, and Inlets

1. Existing drainage structures and sanitary manholes designated by the Engineer to be removed shall be completely removed.
2. Manholes designated to be abandoned shall be removed to an elevation of at least 3 ft. below the finished subgrade or ground surface. The remaining void shall be filled with backfill material.
3. Live sewers connected to structures removed or abandoned shall be rebuilt through the area with new conduit. Sewer flow shall be maintained between removal and replacement operations. Abandoned sewers shall be sealed and made watertight with approved precast stoppers or masonry bulkheads.
4. All castings salvaged from abandoned or removed structures shall remain the property of the Owner and shall be cleaned and transported by the Contractor to a nearby site designated by the Owner or incorporated in the work where called for on the drawings.

C. Guardrail and Fence

1. Where necessary, existing guardrail and fence shall be carefully dismantled and stored for reuse or for salvage by the Owner.
2. Posts and other materials not considered salvageable by the Engineer shall be disposed of by the Contractor.
3. The Contractor will be required to replace, at no cost to the Owner, material lost or damaged by negligence or by the use of improper methods.

3.2 METHOD OF EXCAVATION

A. All excavation shall be in open cut unless otherwise permitted by the Engineer. Loosening of material by blasting will not be permitted without written authorization by the Owner specifying both the extent and location of the blasting to be done. If permission is granted the Contractor shall submit in writing his means and methods of blasting to the Owner for approval. Blasting shall not begin until the Owner issues written approval of the means and method of blasting.

B. Excavation shall be made to undisturbed finish subgrade to the depth below the bottom of the conduit or structure as shown on the Contract Drawings details.

C. Trenches shall be excavated with vertical sides from the bottom of the trench to one (1') foot above the top of the conduit from which point sides may slope to ground surface, except that, in streets or roadways, trenches shall be excavated with near vertical sides to the top of the trench. Width of trench in the vertical section shall be excavated only as wide as necessary to accommodate a safety box and to provide free working space on each side of the conduit or structure according to the size of the conduit or structure and the character of the ground. In every case there shall be sufficient space between the conduit or structure and the sides of the trench to make it possible to thoroughly ram the bedding around the conduit or structure and to secure tight conduit joints, but in no case more than twelve inches on either side of conduit. In no case, however, shall the width of the trench at the top of the conduit exceed the dimensions as shown on the contract drawings. In no case will it be permitted to excavate conduit trenches with sides sloping to the bottom.

D. The trench bottom shall be firm and uniform for its full length. Should unstable material be encountered below plan subgrade, it shall be removed to a depth directed by the Engineer. Replacement of the additional excavation shall be with the specified bedding material or as otherwise directed by the Engineer.

E. In the case the flow line is changed not to exceed one (l) foot or it becomes necessary to remove unstable material in an amount not to exceed one (l) foot, the same shall be done at one contract bid price or amount. When the flow line is lowered more than (1 foot) or if it becomes necessary to remove more than (1 foot) of unsuitable material below the bottom of the trench, compensation will be provided therefore in a supplemental agreement for the excavation and backfill beyond (1 foot).

3.3 UNAUTHORIZED EXCAVATIONS

A. All excavations carried outside of the lines and grades given or specified, together with the disposal of such material, and all excavations and other work resulting from slides, cave-ins, swellings or upheavals shall be at the Contractor's own cost and expense. All spaces resulting from unauthorized excavations or from slides or cave-ins shall be refilled at the Contractor's expense with suitable material. Compaction requirements shall be in accordance with these specifications.

3.4 SHEETING AND SHORING

A. The Contractor shall be responsible for supporting and maintaining all excavations required even to the extent of sheeting or shoring the sides and ends of excavations with timber or other satisfactory supports. If the sheeting, braces, shores, stringers, waling timbers, or other supports are not properly placed or are insufficient, the Contractor shall provide additional or stronger supports. The requirements of sheeting or shoring or of the addition of supports shall not relieve the Contractor of his responsibility for their sufficiency. All trench protection and sheeting and shoring must conform to the regulations of both the Ohio State Industrial Commission (OSIC) and the Federal Occupational Safety and Health Act (OSHA) and will be subject to their respective inspections. All orders of OSIC and OSHA representatives must be complied with by the Contractor.

B. All sheeting and shoring shall be removed where and when required and, upon its removal, all voids filled. If any sheeting or shoring is ordered to be left in place, it shall be cut-off as directed. In compensation for the sheeting and shoring left in place, if any, shall be by prior written change order.

3.5 REMOVAL OF WATER

A. All conduit shall be installed in a dry and stable trench. The Contractor may pump or otherwise remove any water, sewage, or other liquid that may be found or may accumulate in the trench.

B. If, in the opinion of the Contractor, dewatering pumps and equipment are required to maintain a dry and stable trench, suitably sized pumps shall be provided to meet the requirements. The manner and spacing of well points shall be at the Contractor's discretion.

C. Excess water shall not be considered reason for undercut of trench bottom.

D. The Contractor shall maintain the pumps for the duration of their need including a satisfactory discharge outlet. Power for the pumps shall be electric unless otherwise approved by the Engineer. Noise abatement may be required for any on-site generators in residential areas.

3.6 BEDDING FOR LAYING CONDUIT

A. Bedding shall conform to the requirements of the plan detail unless otherwise modified by the Engineer.

B. All granular bedding material shall be compacted to 95 percent of maximum laboratory dry density.

C. All pipe bedding shall be of the gradation(s) specified and be limestone. Slag may not be used and gravel may be used with permission of the Engineer.

3.7 LAYING CONDUIT

A. Except as otherwise permitted by the Engineer, all conduit shall be laid starting at the outlet end. Pressure conduits may be laid from either direction however the joints shall be such that the bell is upgrade or toward normal pressure.

B. Line and grade for gravity conduits shall be established by the use of sufficient means to maintain acceptable installation tolerances and allow for reasonable checking observation by the Engineer.

C. Line and grade shall be established and maintained over a length of fifty (50) feet minimum. Cut sheets establishing grade at fifty (50) foot intervals shall be provided to the Engineer prior to beginning work.

D. The Contractor shall provide sufficient equipment and workers to safely handle and lay all conduit included as part of this work. All storage of materials shall be in a manner as to avoid damage to either surface prior to placement.

E. The Contractor shall inspect each piece of conduit prior to placement in the trench and any unsatisfactory conduit shall be rejected.

F. Conduit shall not be laid in water, mud, or any otherwise unsuitable trench. The conduit shall not be pushed into or allowed to fall to the bottom of the trench. Handling of the conduit shall be in conformance to the manufacturer's recommendations.

G. The conduit shall be kept clean and any open ends of installed conduit shall be closed when work is not in progress.

H. Jointing of the conduit shall be in accordance to the requirements of the manufacturers and as required by the specification material type. Any deviation from these acceptable methods requires approval of the Engineer.

I. Testing of joints, where required, shall be done in accordance with the Specification for Testing. Should any section fail to meet test requirements, the Contractor shall make suitable corrections, at their cost, until the requirements are met.

3.8 SERVICE CONNECTIONS

A. In general, and as called for on the drawings, as required or as ordered, provision shall be made in the sewers for service connections by inserting a wye branch for each service connection with a branch size called for by the contract drawings but never less than six (6) inch, in the sewer at location shown, where required or ordered, for sewers to ten (10) feet in depth. For sewers exceeding ten (10) feet in depth, or indicated on the plans, the Contractor shall construct a riser, as per detail, in such manner, that the top of the riser shall be not less than seven (7) feet below grade or at such elevation as to properly receive the required service connection, with full regard to elevation of service sewer and slope from building or structure to the sewer which shall not be less than one percent (1%). Risers are to be encased in sonotube filled with No. 57 Limestone as shown on the contract drawings.

B. The location of service connections is shown in a general way on the contract drawings. The Owner may also increase the number of connections or delete some connections as the sewer is being built, or increase the size of connections when it deems such advisable.

3.9 TESTING AND ACCEPTANCE

A. Prior to final acceptance of the conduit or the placing of the conduit into service, testing and/or televising may be required.

B. For all sanitary, water, or other pressured conduits, pressure testing shall be required in accordance to the specifications contained herein. Televising shall be required for all sanitary sewer and may be required for storm sewers as outlined or required by plan note.

C. Final television inspection of conduit shall be performed by an experienced company and in a format satisfactory to the Owner. Televising shall be done in the presence of the Engineer unless so waived. The Engineer shall be provided with unedited video tapes and two (2) copies of the video log.

D. Televising shall not be done until all known repairs are completed and the line has been suitably flushed.

3.10 SITE RESTORATION

A. Restoration of the disturbed project area shall begin immediately after backfilling has been completed. All excess material, debris, and excavation shall be disposed of by the Contractor.

B. Restoration of paved surfaces and of seeded areas shall be done as soon as conditions permit. The manner in which this work shall be done is defined in other specifications or the contract plans.

C. While payment for site restoration may be included in other items, final acceptance of the underground conduit shall not occur until all work is complete. Where no separate pay items exist for restoration work, the Engineer may determine an appropriate value for this work to be retained until its completion.

END OF SECTION 312333

SECTION 329200.19 – SEEDING AND MULCHING

PART 1 - GENERAL

1.1 SUMMARY

. Installation of seeded areas shall be to the extent of all existing grass disturbed areas from the proposed work or as shown on Contract Drawings and shall include supplying all seed, topsoil, soil conditioning materials, mulching materials and watering, and the incorporation of these materials into the work as specified.

A. The Contractor shall place topsoil at the depths specified in those areas requiring seeding. Topsoil shall be furnished by the Contractor.

1.2 SUBMITTALS

A. Product Data: For the following:

1. Provide copies of soils tests for both new topsoil (provided) and onsite topsoil for review and approval. This applies to all areas that require seeding, including reconditioned areas.

2. Provide location of properties from which topsoil is to be obtained, names and addresses of owners, depth to be stripped, and crops grown in the past 2 years.

3. Provide the name of the seed supplier, name and phone number, list of the seed, including varieties of seed, labels, and an analysis of the seed for review, 4 weeks prior to the start of seeding.

4. Provide soil amendments information based on soils test requirements.

5. Hydroseed mixture, mulch and application rates prior to performing the work.

1.3 QUALITY ASSURANCE

A. Any subcontracted restoration work shall be performed by a qualified firm specializing in landscape work.

B. The Contractor shall have a soils test done at his expense and analyzed by a state approved testing agency. Soil tests shall be done on both the topsoil stockpiled from the site and new topsoil brought to the site. A minimum of two (2) tests shall be done. The tests shall include percent organic matter, pH, Buffer pH, Phosphorus, Exchangeable Potassium, Calcium, Magnesium, Cation Exchange Capacity and Percent Base Saturation with recommendations for nitrogen, phosphate, potash, magnesium and lime based on plant type and use.

C. Seed: All seed specified shall meet O.D.O.T. specifications as to the percentage purity, weed seed, and germination. All seed shall be approved by the State of Ohio, Department of Agriculture, Division of Plant Industry, and shall meet the requirements of these specifications.

D. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

1.4 PROJECT CONDITIONS

A. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, such conditions shall be rectified by the Contractor before planting, with approval from the Owner's Representative.

C. Soil Stabilization: The Contractor shall provide permanent or temporary soil stabilization to denuded areas within fifteen (15) days after final grade is reached on any portion of the site. Any such area which will not be regraded for longer than fifteen (15) days shall also be stabilized. Soil stabilization includes any measures which protect the soil from the erosive forces of raindrop impact and flowing water. Applications include seeding and/or mulching, or the use of other erosion control measures as directed by the Owner's Representative. If necessary, the Contractor shall coordinate soil stabilization practices with the local Soil and Water Conservation District.

D. Spring-sown work shall be installed between April 1st and May 30th and Fall-sown work shall be installed between September 1st and October 15th. No permanent seeding shall take place between May 30th and September 1st and between October 15th and April 1st. The dates for seeding may be changed at the discretion of the Owner's Representative.

PART 2 - PRODUCTS

2.1 TOPSOIL

A. Topsoil shall be furnished by the Contractor. Stockpiled material, if any, shall be utilized prior to obtaining additional topsoil.

B. All topsoil shall conform to the U.S. Department of Agriculture soil texturing triangle and shall contain between 3% to 8% organic matter. Topsoil shall be loamy and not consist of more than 38% clay. New topsoil shall be screened to remove clay lumps, brush, weeds, litter, roots, stumps, stones larger than ½" in any dimension and any other extraneous or toxic matter harmful to plant growth.
New topsoil shall be obtained only from naturally well drained sites where topsoil occurs in a depth of not less than 4". Do not obtain from bogs or marshes.

C. Soil amendments shall be added according to the soils test requirements. Amendments can include, but are not limited to fertilizer, lime, compost, sand, and organic matter. Organic matter shall consist of composted leaves or other approved material.

2.2 SEED

A. Seed shall be vendor mixed, delivered in original bags and shall be proportioned as follows:

Common Name	Proportion by Weight
Kentucky Blue Grass	50%
Perennial Rye	50%

2.3 MULCH

A. Mulch shall be clean straw free of seed and weed seed.

1. Anchoring for mulch shall be an ODOT specified SS-1 at 60 gal./ton non-toxic tackifier such as Hydro-stik, or equal, or by securing with a photo degradable netting.

B. If hydroseeding is used, wood fiber mulching material shall be used and shall consist of virgin wood fibers manufactured expressly from whole wood chips and shall conform to the following specifications.

- Moisture content	10.0% $\pm$ 3.0%
- Organic content	99.2% $\pm$ 0.8% O.D. Basis
- pH	4.8 $\pm$ 0.5
- Water holding capacity, minimum (grams of water per 100 grams of fiber)	1,000

Wood fiber mulching material shall be processed in such a manner as to contain no growth or germination inhibiting factors, and must contain a biodegradable green dye to aid in visual metering during application.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

A. Rough grading to a depth necessary to accept the specified thickness of topsoil must be approved prior to placing topsoil.

B. Loosen subgrade, remove any stones greater than ½” in any dimension. Remove sticks, roots, rubbish, and other extraneous matter.

C. Spread topsoil to a minimum depth of 4 inches, to meet lines, grades, and elevations shown on plan, after light rolling and natural settlement. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Topsoil shall be tilled

thoroughly by plowing, disking, harrowing, or other approved methods. Add specified soil amendments and mix thoroughly into the topsoil.

D. Preparation of Unchanged Grades: Where seed is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for planting as follows: Till to a depth of not less than 6 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Soils test requirements apply here as well.

1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of project limits. Do not turn existing vegetation over into soil being prepared for seed.

   If necessary, supply and install topsoil in areas where there is no topsoil left after vegetation has been removed.

2. Apply specified soil amendments at rates specified in the soils test and thoroughly mix into upper 2 inches of topsoil. Add topsoil if existing grade has less than 4" of topsoil. Delay application of amendments if planting will not follow within two (2) days.

E. Fine grade areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Limit fine grading to areas which can be planted immediately after grading.

F. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

G. Restore areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.2 SEEDING

A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage. Seed shall not be sown when the ground is frozen, muddy, or when weather conditions prevent proper soil preparation, interference with sowing and/or proper incorporation of seed into the soil.

B. Sow seed using a spreader or hydroseeder. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing 3 lbs. per 1000 S.F. at right angles to each other. Total amount to equal a minimum of 6 lbs. per 1000 S.F.

C. For seed sown with a spreader, mulch shall be spread uniformly to form a continuous blanket at a rate of 100 lbs. per 1,000 S.F. Mulch shall be 1 1/2" loose measurement over seeded areas and shall be anchored.

D. Contractor has the option to hydroseed large lawn areas, using equipment specifically designed for such application. The rate of application of wood fiber mulching materials is 40 lbs./1,000 S.F. Contractor shall not hydroseed within close proximity to buildings and structures, or when unfavorable wind conditions may blow the hydroseed material onto the structure. Contractor shall clean all areas not to be seeded of overspray.

E. The seeded area shall be watered, as soon as the seed is applied, at the rate of 120 gallons per 1000 square feet. The water shall be applied by means of a hydroseeder or a water tank under pressure with a nozzle that will produce a spray that will not dislodge the mulching material. Cost of this watering shall be included in the cost of seeding and mulching.

3.3 DORMANT SEEDING METHOD

A. Seeding shall not take place from October 15 through November 20. During this period prepare the seed bed, add the required amounts of lime and fertilizer, and other amendments, then mulch and anchor.

B. From November 20 through April 1, when soil conditions permit, prepare the seed bed, lime and fertilize, apply the selected seed mixture, mulch, and anchor. Increase the seeding rate by 50 percent.

3.4 RECONDITIONING EXISTING LAWNS

A. A soils test shall be required for existing lawns prior to any reconditioning.

B. Recondition all existing lawn areas damaged by Contractor’s operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.

C. Provide soil amendments as called for in the soils test.

D. Provide new topsoil, as required, to fill low spots and meet new finish grades.

E. Cultivate bare and compacted areas according to the topsoil specifications.

F. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from the Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.

G. All work shall be the same as for new seeding.

H. Water newly planted seed areas. Maintenance of reconditioned lawns shall be the same as maintenance of new lawns.

3.5 ESTABLISHMENT

A. Maintain work areas as long as necessary to establish a uniformly close stand of grass over the entire lawn area. A uniformly close stand of grass is defined as the seeded areas having 90%+ coverage of grass at 60 days after seeding. 90%+ coverage is defined as very little or no dirt showing when seeded area is viewed from directly overhead.

B. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth acceptable lawn.

1. Mowing
   a. Mow lawn areas during the period of maintenance to a height of 2 inches whenever the height of the grass becomes 3 inches. A minimum of 3 mowings is required during the period of maintenance.

2. Refertilizing
   a. Distribute fertilizer on the seeded area between August 15 and October 15, during the period when grass is dry, and in accordance with the manufacturer's recommendations. The fertilizer shall be as specified in the soils test.

3. Reseeding
   a. Reseed with the seed specified for the original seeding, at the rate of 4 lbs. per 1,000 S.F. in a manner which will cause minimum disturbance to the existing stand of grass and at an angle of not less than 15 degrees from the direction of rows of prior seeding.

4. Watering

   a. The Contractor shall keep all work areas watered daily to achieve satisfactory growth. Water shall be applied at a rate of 120 gallons per 1,000 square feet. If water is listed as a pay item, it shall be separately paid for based on the actual amount of water used, measured in thousands of gallons.

5. Any mulching which has been displaced shall be repaired immediately. Any seed work which has been disturbed or damaged from the displacement of mulch shall be repaired prior to remulching.

3.6 INSPECTION AND ACCEPTANCE

A. When seeding work is complete and an acceptable stand of growth is attained, the Contractor shall request the Owner's Representative to make an inspection to determine final acceptance.

B. Acceptance shall be based upon achieving a vigorous uniformly stand of the specified grasses. If some areas are satisfactory and some are not, acceptance may be made in blocks, provided they are definable or bounded by readily identified permanent surfaces, structures, or other reference means. Partial acceptance decisions may be made by the Owner's Representative. Excessive fragmentation into accepted and unaccepted areas shall not be allowed. Unaccepted areas shall be maintained by the Contractor until acceptable.

C. No payment shall be made until areas are accepted.

D. All seeded areas shall be guaranteed for one full growing season to commence upon final acceptance of the areas.

END OF SECTION 329200.19

SECTION 329300.23 - TREES, SHRUBS, AND GROUND COVER

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

A. Installation of trees, shrubs, and ground covers shall be to the extent shown on Contract Drawings and shall include supplying all plant material indicated on the plans, plant mix, soil conditioning materials, mulching materials, guying and staking, watering and the incorporation of these materials into the work as specified.

1.3 QUALITY ASSURANCE

A. Landscaping shall be done by a single firm specializing in landscape work.

B. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.

C. All plant material shall conform to ANSI Z60.1 "American Standard for Nursery Stock"; and State of Ohio, Department of Transportation, "Construction and Material Specifications", current edition.

D. All plant material shall be labeled with a securely attached waterproof tag indicating species and size.

E. All tree trunks shall be wrapped prior to leaving the nursery to protect the trunk from injury during transport. Wrapping shall stay on until planting is completed and removed after the tree is planted.

F. All plant material shall be provided with protective covering (tarping) during transport to reduce desiccation.

G. The Contractor shall have soils tests done at his expense by a State approved soils testing laboratory to determine amendments to the existing soils. Copies of the soils tests shall be provided to the Owner’s Representative prior to planting the plant materials for review and approval.

1. Soils tests shall determine percent organic matter, pH, buffer pH, available phosphorus, exchangeable potassium, calcium, magnesium, Cation Exchange Capacity (CEC), and percent base saturation with recommendations for nitrogen, phosphate, potash, magnesium and lime based on plant type and use.

H. Plants may be subject to inspection and approval by the Owner's Representative at the place of growth or holding yard for conformity to specification requirements as to quality, size and variety. Notify Owner's Representative prior to transport of plant material to the site.

I. The Contractor shall hire an arborist certified by the International Society of Arboriculture (ISA). The arborist shall be on site full time during tree planting operations to ensure that correct planting procedures are followed.

1.4 JOB CONDITIONS

A. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, such conditions shall be rectified by the Contractor before planting with approval from the Owner's Representative.

C. All plants shall be guaranteed for the entire maintenance period covered by the Maintenance Bond.

1.5 PRE-BID SUBSTITUTIONS

A. Every reasonable effort shall be made to find the material specified by the architect. The landscape contractor is responsible for qualifying his/her proposal to document any plant suitability or availability problems. The landscape contractor may offer substitutions to the landscape architect for his/her consideration. The landscape contractor will notify the landscape architect if there are known diseases or insect resistant species that can be substituted for a selected pest-prone plant.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. All plant material shall be of the quantity, size, genus, species, and variety shown, and conforming to ANSI Z60.1, "American Standard for Nursery Stock". Provide healthy, vigorous stock, nursery grown, free of disease, insects, eggs, larvae, and defects such as sun-scald, injuries, abrasion or disfigurement.

B. All plant material shall be of typical proportion and form for the species.

C. Provide freshly dug trees and shrubs.

D. Provide ground cover plants and other plant materials as specified on the drawings.

2.2 OTHER PRODUCTS

A. Mulch shall be double shredded hardwood, free of deleterious materials.

B. Soil amendments shall conform to the soils tests.

C. Organic matter shall consist of composted leaves, composted sludge, or other approved material. Peat moss is not an acceptable material.

D. Filter fabric, i.e., soil separator shall be a non-woven, heat-bonded geotextile fabric made of 100% polypropylene, with a weight of 3.5 oz. to 4.02 oz. per square yard a minimum grab strength of 100 lbs. and a water flow rate of 100 gpm/ft.

E. Structural soil.

1. A uniformly blended mixture of 20-70% Crushed Stone, 20-25% Loam topsoil and 10-15% organic material mixed to proportions that meet CBR #50.
   a. Crushed Stone shall be AASHTO M43 #57 (limestone aggregate).

2. Submit sample of Structural Soil for testing. The air void/porosity of the soil compacted to 100% maximum density per ASTM D698 shall be 25% to 30%. Submit California Bearing Ratio test results for each sample compacted to peak standard density. The soaked CBR shall equal or exceed a value of 50.

F. Inorganic soil additives shall be Perlite (coarse texture), Vermiculite or approved equal.

G. A water retaining, soil conditioning polymer (polyacrylamide) such as “Soil Moist”, by JRM Chemical or approved equal.

PART 3 - EXECUTION

3.1 PLANTING PREPARATION

A. All planting shall be done during the proper planting season for each species. Planting shall not be done under extreme wet, cold or dry conditions. Planting adjacent to heavily treated streets shall only be done in the spring.

B. All fall planted B&B trees shall have a minimum diameter root ball increased in size to that of the minimum diameter required for the next larger caliper size.

C. Deliver trees and shrubs after preparation for planting has been completed, and plant immediately. If planting is delayed more than 6 hours after delivery, set plant material in shade, protect from weather and mechanical damage and keep roots moist by covering with mulch, burlap, or other acceptable means of retaining moisture. No plants shall be stored more than 2 weeks unless with approval of Owner’s Representative. Do not remove container grown stock from containers until planting time.

D. Layout individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Owner's Representative's approval prior to start of planting. Make adjustments as directed by the Owner's Representative.

E. Planting beds shall be installed after lawn areas have been brought to finish grade and fine graded, but not seeded.

3.2 TREE PLANTING

A. Excavate pits with flared sides and with bottom of pit at the same depth as the rootball. An auger shall not be used to dig planting pits.

B. For balled and burlapped plants and container plants, pits shall be two and one-half times greater in diameter than the ball and the same depth as the ball.

C. Dispose of any unsuitable subsoil. Plant mix shall consist of existing soil which is free of debris, sticks, rubbish and stones greater than 1", and twenty percent (20%) organic matter by volume. Add amendments as per the soils test requirements.

D. For balled and burlapped material, set tree ball on bottom of pit, centered, and so the flare of the trunk sits at the same grade as it was in the nursery, when settled. Peel back burlap, cut first two rings of wire. When set, place additional plant mix around base and sides of ball, and work each layer to settle plant mix and eliminate voids and air pockets. Water after placing final layer of plant mix.

E. For container plants, remove plant from container and loosen rootball. Make 4 – 5 cuts ¾ the length of the rootball with a sharp knife. Spread out root mass and place on bottom of pit, centered, so the flare of the trunk sits at the same grade as it was in the nursery when settled. When set, place additional plant mix around base and sides of ball and work to settle plant mix and eliminate voids and air pockets. Water thoroughly.

F. Form a 3" high dish of backfill around the planting area to allow for mulching, as per detail.

G. Provide mulch to a uniform depth of 2". Do not touch mulch to trunk of plant.

H. Guy and stake trees immediately after planting, as indicated on the drawings. Remove wrapping around tree trunks.

3.3 PLANTING BEDS

A. Loosen subgrade of planting bed areas to a minimum depth of 12" using a culti-mulcher or similar equipment. Remove stones greater than 1" in any dimension, remove sticks, rubbish, and any other extraneous matter. Planting soil mixture shall be the same as plant mix in the tree planting section. Remove all stones greater than 1" in any dimension in plant mix. Remove sticks, rubbish and any other extraneous matter. Soil amendments apply here as well.

B. Spread planting soil mixture to a depth of 12" to meet line, grades, and elevations shown after light rolling and settlement. Place approximately 1/2 the total amount of planting soil required. Thoroughly mix into loosened subgrade to create a transition layer, then place remainder of plant soil.

C. Set container grown stock as specified for balled and burlapped stock, except remove container and loosen root system. Plants, when settled, must be set at the same elevation as when in the container.

D. Set bare root stock on cushion of planting soil mixture. Spread out roots without tangling or turning up to surface. Cut injured roots clean; do not break roots. Carefully work backfill around roots by hand, and puddle with water until plant mix layers are completely saturated. Plumb before backfilling and maintain plumb while working plant mix around roots and placing layers of soil mixture above roots. Plants, when settled, must be set at the same elevation as they were in the nursery.

E. Form a 3” saucer of backfill around the planting area, as per detail. Mulch planted areas to a uniform depth of 2" and finish level with adjacent grades. Do not touch mulch to trunk of plant.

F. Space ground cover plants as indicated on the planting plan. Dig holes large enough for spreading of roots, and backfill with planting soil mixture. Eliminate air pockets. Water thoroughly after planting, taking care not to cover crowns of plants with wet soils. Mulch areas between plants to a uniform depth of 2".

G. Newly planted trees and shrubs shall be pruned in accordance with supplier’s recommendations. All pruning must be done by experienced personnel.

3.4 CONTAINED PLANTER BEDS

A. Drainage

1. Install drainage material and structures in all planting areas as per plan. Areas to be planted must be clean of extraneous material and debris. Insure that planter drains are operable and free of debris. The landscape architect may review the installation of the drainage systems prior to placing any backfill mixes.

2. Install filter fabric above drainage material. Make sure filter fabric does not slip during the backfill installation.

B. Planting soil mixture shall consist of 2 parts topsoil, 1-part organic matter and 1-part inorganic soil additive.

C. Soil Placement

1. Place soil in 12” layers and lightly tamp to eliminate air pockets and minimize settling. Care should be taken in placing soil so as to not compact and restrict drainage. Due to anticipated settling, soil fill may exceed final grade.

2. Prior to planting, the landscape contractor shall regrade and repair any areas which settle or are uneven.

D. Planting Operations: Sections for plant materials and planting execution shall apply. Set plants 2" below top of the planter wall to allow for mulching.

E. Bracing Operations: See drawings for bracing techniques. In some cases, galvanized steel eye bolts can be imbedded into the sides of the planter to allow the connection of guy wires.

3.5 STREETSCAPE TREE PLANTING

A. Do not proceed with the installation of the Structural Soil material until all walls, curb footings and utility work in the area have been installed. For site elements dependent on Structural Soil for foundation support, postpone installation until immediately after the installation of Structural Soil.

B. Install subsurface drain lines as shown on the drawings prior to installation of Structural Soil.

C. Excavate and compact the proposed sub-grade to depths, slopes and widths as shown on the drawings. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not over excavate compacted sub-grades of adjacent pavement or structures.

D. Confirm that the sub-grade is at the proper elevation and compacted as required. Sub- grade elevations shall slope parallel to the finished grade and or toward the subsurface drain lines as shown on the drawings.

E. Clear the excavation of all construction debris, trash, rubble and any foreign material.

F. Protect adjacent walls, walks and utilities from damage or staining by the soil. Use ½" plywood and or plastic sheeting as directed to cover existing concrete, metal and masonry work and other items as directed during the progress of the work.

G. All Structural Soil mixing shall be performed at the Contractor's yard and not at the project site to assure proper quality control.

H. Install Structural Soil in 6-inch lifts and compact each lift to maximum density per ASTM D698 and to required CBR value.

I. Bring Structural Soils to finished grades as shown on the drawings. Immediately protect the Structural Soil material from contamination by toxic materials, trash, debris, water containing cement, clay, silt or materials that will alter the particle size distribution of the mix with plastic or plywood as directed by the Engineer.

J. Planting Operations: Sections for plant materials and planting execution shall apply.

K. Bracing Operations: See drawings for bracing techniques.

3.6 LANDSCAPE WATERING

A. The Contractor shall furnish water for watering plants on a weekly basis in absence of 1 ½" rainfall. All plant material shall be thoroughly watered throughout the period of establishment.

B. Saturate the root zone and mulched area of each plant without causing run-off. During the period from May 15 to September 15, the Contractor shall install one Tree Gator or approved equal drip irrigation bag with each tree planted. Use upright for deciduous tees and flat for evergreen trees. After completion of planting trees, the Contractor shall remove tape from drip irrigation bags and fill with water. Shrubs and trees too small to accept drip irrigation bags shall be watered by other means approved by the Owner.

C. The Contractor shall water plant material at least once a week through-out the period of establishment, unless there has been adequate rainfall. An average of 1-½" rainfall per week shall be considered adequate to suspend watering, at the Owner's Representative's direction.

D. The Contractor shall conduct an inspection of the trunk surrounded by and the area beneath each TreeGator irrigation bag on a bi-weekly basis. If any evidence of pests or disease is noticed, the Owner's Representative shall be notified in writing.

3.7 PERIOD OF ESTABLISHMENT

A. Before final inspection, all plants shall be in place and under the care of the Contractor for a period of establishment. This period shall begin immediately upon completion of the planting operations and shall continue until October 1st. In no case shall it be less than one growing season, June 1 to October 1.

B. During this period of establishment, follow all horticultural practices that will ensure the vigor and growth of the transplanted material. This includes watering, remulching, restaking, guying and cultivating. Weeding shall be performed either manually or by chemical control. If there is evidence of deer damage, then a deer inhibitor shall be applied.

C. On or about September 14 the Owner's Representative will inspect the planting and supply the Contractor with a list of missing and dead plants and those that have died back beyond normal pruning lines. Replant as required in accordance with the specifications of the original material. However, plants replaced and planted in the Fall, that die before or during the Spring planting season, shall be replaced immediately.

The Contractor is responsible for removing all stakes and guy wires from all plants approximately one year after final acceptance of the planting. The Owner's Representative shall be notified prior to removal

END OF SECTION 329300.23

SECTION 334100 - STORM DRAINAGE SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Furnishing all labor, materials, tools, equipment, and services for all storm sewers as shown on the Drawings.

B. Although such is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a functional and complete installation.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Section 013543 – Environmental Protection

B. Section 013319 – Field Testing Reporting

C. Section 310000 - Earthwork

1.3 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

A. Granular pipe bedding and cover material specified in Section 310000 - Earthwork

B. Special backfill material specified in Section 310000 - Earthwork

1.4 DEFINITIONS

1.5 SUBMITTALS

A. Product Data
   1. PVC pipe, each type specified
   2. Polyethylene pipe
   3. Polypropylene
   3. Reinforced concrete pipe, each type specified
   4. Vitrified clay pipe
   5. Ductile iron pipe
   6. Manhole castings
   7. Precast concrete manholes and inlets
   8. Concrete masonry block
   9. Brick
   10. Manhole steps

B. Shop Drawings
   1. Precast concrete manholes showing:
      a. Orientation plan for each manhole or inlet indicating where all pipes connect.
      b. The size and elevation of connecting pipes.
      c. Details of drop connections.
      d. Invert concrete channeling details.
      e. Pipe to manhole connection details.
      f. Casting and step orientation.
   2. Precast concrete inlets

C. Samples

D. Quality Control Submittals
   1. Design Data
   2. Test Reports
   3. Certificates
      a. Evidence of current membership in specified manufacturer's associations.
      b. Evidence of ODOT precertification for the manufacturing RCP pipe.
      c. Evidence of National Precast Concrete Association (NPCA) certification for the manufacture of precast concrete manholes, inlets and catch basins.
   4. Manufacturers Instructions

E. Contract Closeout Submittals
   1. Project Record Documents
   2. Operation and Maintenance

1.6 REFERENCES

A. ASTM A-48 Standard Specification for Gray Iron Castings

B. ASTM A-536 Standard Specification for Ductile Iron Castings

C. ASTM C-12 Standard Practice for Installing Vitrified Clay Pipe Lines

D. ASTM C-32 Standard Specification for Sewer and Manhole Brick (Made From Clay or Shale)

E. ASTM C-55 Standard Specification for Concrete Building Brick

F. ASTM C-76 Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

G. ASTM C-139 Standard Specification for Concrete Masonry Units for Construction of Catch Basins and Manholes

H. ASTM C-150 Standard Specification for Portland Cement

I. ASTM C-270 Standard Specification for Mortar for Unit Masonry

J. ASTM C-425 Standard Specification for Compression Joints for Vitrified Clay Pipe and Fittings

K. ASTM C-443 Standard Specifications for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets

L. ASTM C-478 Standard Specifications for Precast Reinforced Concrete Manhole Sections

M. ASTM C-507 Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe

N. ASTM C-700 Standard Specification for Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated

O. ASTM C-990 Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants

P. ASTM C-1173 Standard Specification for Flexible Transition Couplings for Underground Piping Systems

Q. ASTM D-2321 Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe

R. ASTM D-3034 Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings

S. ASTM D-3212 Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals

T. ASTM F-477 Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

U. ASTM F-679 Standard Specification for Poly(Vinyl Chloride) (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings

V. ASTM F-1336 Standard Specification for Poly(Vinyl Chloride) (PVC) Gasketed Sewer Fittings

W. ASTM F-2764 Standard Specification for 6 to 60 in. [150 to 1500 mm] Polypropylene (PP) Corrugated Double and Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications.

X. ASTM F-2881 Standard Specification for Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications

Y. ANSI/AWWA C111/A21.11 American National Standard for Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings

Z. ANSI/AWWA C151/A21.51 American National Standard for Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water and Other Liquids

AA. AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. Through 12 in., for Water Distribution

AB. State of Ohio - Department of Transportation - Construction and Material Specifications as amended to date, Item 703.03, Fine Aggregate for Mortar or Grout.

AC. State of Ohio - Department of Transportation - Construction and Material Specifications as amended to date, Item 706.04, Reinforced Concrete Elliptical Culvert, Storm Sewer, and Sewer Pipe.

AD. State of Ohio - Department of Transportation - Construction and Material Specifications as amended to date, Item 706.10, Bituminous Pipe Joint Filler

AE. State of Ohio - Department of Transportation - Construction and Material Specifications as amended to date, Item 706.13, Precast Reinforced Concrete Manhole Riser Sections, Catch Basin and Inlet Tops, and Temporary Barrier

AF. State of Ohio - Department of Transportation - Construction and Material Specifications as amended to date, Item 707.33, Corrugated Polyethylene Smooth Lined Pipe

1.7 QUALITY ASSURANCE

A. Qualifications

B Regulatory Requirements

C. Certifications

D. Field Samples

E. Pre-Installation Conference

1.8 PROJECT CONDITIONS

A. Environmental Requirements

B. Existing Conditions

1. Verify locations of underground utilities.
2. Protect existing structures and utilities from damage. Repair if damaged by this work.
3. Do not change pipe sizes without securing written approval of Engineer.

C. Field Measurements
1. If it becomes necessary to change location of storm drainage lines due to underground utility interference, secure approval of Engineer.
2. If Contractor initiated, make changes approved by the Engineer without added cost to Owner.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Acceptance at Site
1. All material and all equipment shall be subject to visual inspection and acceptance or rejection after delivery to the site of the work. All rejected material shall immediately be removed from the site.

1.10 SEQUENCING AND SCHEDULING

A. Perform no pipe work in fill areas until embankment or fill has been completed to at least two (2) feet above proposed top of pipe and fill has been properly compacted.

PART 2 - PRODUCTS

2.1 PIPE

A. Polyvinyl Chloride Pipe (PVC) 4" - 15" Diameter
1. All polyvinyl chloride pipe in this size range shall conform to ASTM D-3034 (*SDR 26*), shall be integral bell and spigot type, with joints conforming to ASTM D-3212 and elastomeric seals conforming to ASTM F-477.
2. All pipe and fittings shall be marked or stenciled in conformance with ASTM D-3034. All gaskets shall be marked or stenciled with the ASTM specification designation, name or trademark of the manufacturer, and pipe size.
3. Acceptable manufacturers shall be current members of the Uni-Bell Plastic Pipe Association.

B. Polyvinyl Chloride Pipe (PVC) 18" - 36” Diameter

1. All large diameter polyvinyl chloride pipe shall conform to ASTM F-679 *(PS115)*, shall be integral bell and spigot type, with joints conforming to ASTM D-3212 and elastomeric seals conforming to ASTM F-477.
2. All pipe and fittings shall be marked or stenciled in conformance with ASTM F-679. All gaskets shall be marked or stenciled with the ASTM specification designation, name or trademark of the manufacturer, and pipe size.
3. Acceptable manufacturers shall be current members of the Uni-Bell Plastic Pipe Association.

C. Corrugated Polyethylene Pipe 12" Diameter and Larger, Corrugated Polypropylene Pipe 12" Diameter and Larger

1. All corrugated polyethylene pipe in this size range shall be smooth lined conforming to ODOT 707.33, ODOT 707.65,69, respectively. All pipe and fittings shall be marked or stenciled with the appropriate classification.

D. Reinforced Concrete Pipe

1. All reinforced concrete circular pipe shall be Class 3 pipe, conforming to ASTM C-76. Joints shall conform to the requirements of ASTM C-443 as it pertains to the use of confined O-Ring rubber gaskets placed in grooves cast in the spigot of the pipe such that the gaskets will be enclosed on all sides when the pipe is laid and the joint is completed. Cement used in manufacturing pipe and fittings shall be Type I conforming to ASTM C-150.
2. All reinforced concrete elliptical pipe shall conform to ASTM C-507, Class 3 as modified by ODOT 706.04. Bitumen sealants conforming to ASTM C-990 shall be used for joints in reinforced concrete elliptical pipe not subject to infiltration or exfiltration limits.
3. All pipe and fittings shall be marked or stenciled with the applicable ASTM specification designation on the interior surface of the pipe. All gaskets shall be marked or stenciled with the ASTM specification designation, name or trademark of the manufacturer, and pipe size.
4. Acceptable manufacturers shall be precertified by the Ohio Department of Transportation for the type of pipe specified.

E. Clay Pipe

1. All clay sewer pipe shall be extra strength pipe conforming to ASTM C-700. Clay pipe shall be furnished with flexible compression joints conforming to ASTM C-425. A factory applied polyester resin casting shall be provided in the bell and on the spigot. An O-ring gasket shall be provided to fit in the groove on the spigot end to form a tight and flexible compression joint when assembled.

2. All pipe and fittings shall be marked or stenciled in conformance with ASTM C-700 on the interior surface of the pipe. All gaskets shall be marked or stenciled with the ASTM specification designation, name or trademark of the manufacturer, and pipe size.

2.2 PRECAST REINFORCED CONCRETE MANHOLE RISER SECTIONS, INLETS AND CATCH BASINS

A. All precast concrete units shall conform to ASTM C-478 and ODOT Item 706.13.

B. Joints between manhole units shall be gasketed and shall comply with the requirements of ASTM C-443. All gaskets shall be marked or stenciled with the ASTM specification designation, name or trademark of the manufacturer, and pipe size.

C. Joints between inlet or catch basin sections shall be sealed with material conforming to ODOT Item 706.10.

D. The standard length of manhole riser units shall be 48 inches. Lengths of 32 inches or 16 inches shall be used to meet required dimensions.

E. Openings for connecting pipes in riser units, bottom riser units, integral base units, and for access in flat slabs shall be preformed or cored by the manufacturer. Cut-out openings shall be made immediately after the pipe is removed from the casting form.

F. Connectors between new precast concrete manholes and pipes shall be made by casting the connector integrally with the manhole wall. The connectors shall be "Z-LOK" Type as manufactured by A-Lok Products; or an approved equivalent or as identified in the project plans.

G. All openings in existing manholes, inlets or catch basins shall be field cored.

H. The top four (4) inches to twelve (12) inches of the manhole shall provide for adjustment of casting to grade. Adjustment shall be through the use of a maximum of two (2) precast concrete adjusting collars.

2.3 MASONRY MANHOLE RISERS, INLETS AND CATCH BASINS

A. General

1. All inlets and catch basins shall be constructed of precast concrete unless the project involves reconstruction of existing inlets/catch basins.

B. Concrete Masonry Block

1. Block used in catch basins, inlets, storm manholes, and storm junction chambers shall be concrete masonry block conforming to ASTM C-139. The exterior of the masonry structures shall be parged with one-half (½) inch mortar.

C. Masonry Mortar

1. Mortar shall conform to ASTM C-270, Type M, but shall not contain masonry cement.
2. Mortar shall be UltraMortar Type M as manufactured by UltraKote Products, Inc. or Lafarge Mortar Cement, Type M as manufactured by Lafarge Corporation, or approved equal.
3. Only sufficient mortar shall be prepared for immediate use, and any mortar that has set shall not be retempered or used in the work.
4. Setting accelerators or anti-freeze compounds shall not be used.

D. Sand

1. Natural double washed sand conforming to the sieve size, soundness, and aggregation requirements of ODOT Item 703.03.

E. Water

1. All water used for mortar shall be free from organic matter, acids and strong alkalis and shall be of potable quality.

2.4 PVC INLETS AND CATCHBASINS

A. All PVC inlets shall be manufactured from PVC pipe stock conforming to ASTM D-3034 and ASTM F-1336, using a thermo-molding process to reform the pipe stock to the configuration shown on the Drawings. The connection stubs shall conform to ASTM 3212.

2.5 MANHOLE STEPS

A. All steps shall be minimum of twelve (12) inches in width with safety side lugs to prevent slipping and shall conform to the latest OSHA requirements. Manhole steps shall be of polypropylene plastic reinforced with a 3/8", No. 60 grade epoxy coated reinforcing rod.

B. Manhole steps shall conform to the requirements of ASTM C-478.

C. Acceptable manufacturers are:

1. American Step Company, Inc.
2. Lane International, Inc.
3. M. A. Industries, Inc.

2.6 CASTINGS

A. All castings shall be true to pattern and free from cracks, gas holes, flaws and excessive shrinkage. Surfaces shall be free from burnt-on sand and shall be reasonably smooth. Runners, fins, risers and other cast-on pieces shall be removed.

Castings for frames, grates, covers and for any other purpose under these specifications shall conform to all the requirements for Class No. 35B for Gray Iron Castings conforming to ASTM A-48. All castings shall be commercially machineable and, in the case of manholes, the frame and cover shall be so machined that it will be impossible to rock the cover after it has been seated in the proper position in the frame.

1. Frames, grates and covers shall be as detailed on the Drawings.
2. Frame, grate, and cover shall be painted with one coat of the manufacturer's standard asphaltum paint.

B. Acceptable manufacturers are:
   1. East Jordan Iron Works
   2. Neenah

C. Castings for PVC inlets shall meet the requirements of Paragraph A above, except that castings may be ductile iron conforming to ASTM A-536 grade 70-50-05 and shall be supplied by the inlet manufacturer.

2.7 COUPLINGS

A. Couplings for connecting dissimilar pipe materials or pipe sizes shall be a rubber type coupling with a sealing "O" ring under each of two sealing clamp bands and a Type 316 stainless steel shear ring. Coupling shall be manufactured with natural and synthetic rubbers conforming to ASTM C 425 and ASTM C 1173.

PART 3 - INSTALLATION

3.1 ALIGNMENT AND GRADE

A. Horizontal and Vertical Control
   1. All horizontal and vertical control required for the complete layout and performance of the Work under this contract shall be done by a registered surveyor at the Contractor's expense, and any observations by the Engineer of the Contractor's methods will not relieve the Contractor of his responsibility.
   2. The Contractor shall be solely responsible for the accuracy of all horizontal and vertical control.

B. Alignment and grade shall be established by means of a laser beam.

C. The Contractor shall furnish all material and labor to establish line and grade of the generated laser beam from the benchmarks and control points indicated on the Drawings. The laser shall be securely anchored and checked periodically by the Contractor. The laser calibration shall be demonstrated when requested by the Engineer. Strict adherence to the manufacturer's operation procedure shall be observed. Only qualified and trained employees may be assigned to install, adjust, or operate laser equipment, and proof of qualifications of the equipment operator

must be available at all times. Areas in which lasers are used must be posted with standard laser warning placards, and the laser beam shall be turned off when not needed. During rain, snow, dust, excessive heat, or fog the operation of laser systems shall be prohibited where practicable because of beam scatter.

3.2 PIPE INSTALLATION

A. All pipe installation shall conform to the trench and bedding details shown on the Drawings.

B. PVC pipe shall be installed in full compliance with ASTM D-2321. Clay pipe shall be installed in full compliance with ASTM C-12. All concrete pipe shall be installed in conformity with recommended practices published by the American Concrete Pipe Association in the "Concrete Pipe Installation Manual".

C. Only one type and strength of pipe shall be used between any two consecutive manholes, unless otherwise shown on the Drawings.

D. After the trench has been excavated and the pipe bedded , the pipe shall be laid to the line and grade as shown on the Drawings. All joints shall be made as hereinafter specified. In no case shall any material except bedding material be placed under the bell of the pipe to secure proper grade.

E. Prior to being lowered into the trench, each pipe shall be carefully inspected and those which are damaged or not meeting the specified requirements shall be rejected and clearly marked as rejected and removed from the Work. Satisfactory means shall be used to hold the pipe in line until embedment of pipe is complete. Precautions shall be taken to insure that the spigot end of the pipe being laid is pushed the proper depth into the bell of the preceding pipe.

F. All conduit shall be laid starting at the outlet end and laid with the bell end upstream.

G. In no case shall more than thirty (30) feet of trench be opened in advance of the pipe laying operations.

H. Conduit shall not be laid in water, mud, or any otherwise unsuitable trench No drainage shall run through the newly laid pipe. All sewers shall be temporarily capped with a watertight seal at the open ends at the completion of each day's work and no drainage water shall be permitted to flow through the sewer.

I. All trenches and excavations shall be backfilled as specified as soon as possible after the pipe is laid and jointed. Where concrete encasement or cradle is used, pipe shall not be backfilled for at least twenty four (24) hours after placing concrete except that pipe may be covered to a depth of not to exceed sixteen (16) inches over the top of the pipe.

3.3 JOINTING

A. Polyvinyl Chloride (PVC) Pipe

1. Dust, dirt and foreign matter shall be removed from joint surfaces. When jointing pipe using the required compression type joint, a lubricant recommended by the gasket manufacturer shall be used. The gasket shall be lubricated by drawing it through lubricant held in the hand of the worker, thus coating the entire surface of the gasket.
2. When laying the pipe in concrete bedding, care shall be exercised to prevent the joint materials from coming in contact with the fresh concrete until after the joint has been completed.

B. Concrete Pipe

1. Dust, dirt and foreign matter shall be removed from joint surfaces. A lubricant as furnished or recommended by the gasket manufacturer shall be applied to the gasket and joint surfaces with a brush, cloth pad, sponge or glove. For all gaskets not cemented to the pipe, a smooth round object shall be inserted under the gasket and run around the circumference two or three times to equalize stretch in the gasket. No jute or other caulking will be permitted. The spigot shall then be entered into the socket and the pipe shoved home in an approved manner to fully complete the particular type of joint which is being used.
2. When laying the pipe in concrete bedding, care shall be exercised to prevent the joint materials from coming in contact with the fresh concrete until after the joint has been completed.

C. Clay Pipe

1. When jointing pipe using a compression type joint, a lubricant as furnished or recommended by the pipe manufacturer shall be applied in the manner prescribed by the pipe manufacturer. No jute or other caulking will be permitted. The spigot shall then be entered into the bell and the pipe shoved home in accordance with the manufacturer's recommendations to fully complete the particular type of joint that is being used. The socket and spigot shall be free of any foreign matter that may prevent proper jointing of the pipe.
2. When laying the pipe in concrete bedding, care shall be exercised to prevent the joint materials from coming in contact with the fresh concrete until after the joint has been completed.

D. Ductile cast iron push-on joints

1. The gasket seat and the gasket shall be thoroughly cleaned and should be wiped with a clean cloth and a thin film of lubricant applied to the inside surface of the gasket that will come in contact with the entering pipe. Use only the lubricant furnished with the pipe. In no case shall a mineral oil or petroleum base lubricant be used.
2. The plain end of the pipe to be jointed shall be thoroughly cleaned and started into the socket so that it is in contact with the gasket. In some cases

it may be desirable to apply a thin film of lubricant to the outside of the plain end for about one (1) inch back from the end. The joint is then completed by exerting sufficient force on the entering pipe so that its plain end is moved past the gasket until it makes contact with the base of the socket. Any manufacturer approved method may be used to home the pipe.

3. When laying the pipe in concrete bedding, care shall be exercised to prevent the joint materials from coming in contact with the fresh concrete until after the joint has been completed.

E. Corrugated Polyethylene Pipe

1. Corrugated polyethylene pipe shall be jointed using gasket bell & spigot.

F. Corrugated Polypropylene Pipe

1. Corrugated polyethylene pipe shall be jointed using gasket bell & spigot.

3.4 PERMISSIBLE DEFLECTION AT JOINTS

A. No pipe deflections or springing of joints, to effect a change in direction will be allowed, except by permission or direction of the Engineer, or as shown on the Drawings. Any permitted or directed deflection shall be a maximum of 80 percent of the allowable deflection value established by the pipe manufacturer.

3.5 MANHOLES

A. Build each manhole to dimensions shown on Drawings and at such elevation that pipe sections built into wall of manhole will be true extensions of line of pipe.

B. Set frames for manholes, within areas to be paved, to final grade. In asphalt pavement, surround frames set to grade with a ring of compacted asphalt concrete base material immediately after backfilling operations are complete. Place asphalt concrete mixture up to one (1) inch below top of frame, slope to grade, and compact with hand tamp.

C. Storm manholes shall be constructed of precast concrete manhole sections, concrete masonry block, or concrete brick.

D. Precast Concrete Manholes

1. Precast bases shall be placed on a bed of crushed gravel or crushed limestone, meeting AASHTO M 43 gradation, having a minimum thickness of three (3) inches. The bedding shall be compacted and provide uniform support for the entire area of the base.

2. Provision shall be made for a minimum of four (4) inches and a maximum of twelve (12) inches of precast concrete grade rings between the uppermost precast section and the bottom of the cast iron manhole frame in order to set manhole cover to grade.

3. No more than two lifting holes or other lifting devices shall be utilized for handling the precast sections. All lifting holes shall be acceptably sealed with a hydraulic cement based, fast setting repair mortar, meeting the requirements of Article 2.2 of this Section, prior to backfilling around the manhole.
4. Inverts shall be formed to the equivalent of half-pipes in concrete and as follows:
    a. Carry concrete out to the manhole wall with a slope of ½ in./ft. from the top of the half-pipe.
    b. The bottoms of all manholes shall be channeled to conduct flow in the planned direction. Channels shall be the true shape of the lower half of the sewer pipe and shall match inverts of connecting pipe at the manhole wall.

3.6 INLETS AND CATCH BASINS

A. Catch basins and inlets shall be built in accordance with the Drawings. Precast units shall be placed on a sand bed having a minimum thickness of three (3) inches. The bedding shall be compacted and provide uniform support for the entire area of the base.

B. Set frames for catch basins and inlets, within areas to be paved, to final grade. Surround frames set to grade with a ring of compacted asphalt concrete base material immediately after backfilling operations are complete. Place asphalt concrete mixture up to one (1) inch below top of frame, slope to grade, and compact with hand tamp.

3.7 BRANCH CONNECTIONS

A. In general, provision shall be made in the sewers for service connections by inserting a wye branch in the sewer at the location shown on the Drawings, where required or ordered, for each service connection with a branch size called for by the Drawings but never less than six (6) inch, for sewers ten (10) feet or less in depth. Where indicated on the plans, the Contractor shall construct a riser, as per detail, in such manner, that the top of the riser shall be not less than seven (7) feet below grade or at such elevation as to properly receive the required service connection, with full regard to elevation of service sewer and slope from building or structure to the sewer which shall not be less than one percent (1%).

B. The approximate location of service connections are shown on the Drawings based upon available information. The Owner may increase the number of connections or delete some connections as the sewer is being built.

B. Openings at the outer ends of the connections shall be closed and sealed with approved stoppers when connection is not immediately placed into service.

3.8 MAINTAINING FLOW

A. The Contractor shall be required to maintain the flow in all existing live sewers during construction and the method employed shall be approved by the Engineer.

3.9 REPLACING, MOVING AND REPAIRING OF EXISTING UTILITIES

A. The Contractor shall replace, move, support, or repair and maintain all pipes for water, steam, air or gas, and all wire conduit(s), and all other structures encountered in the work and repair all damage done to any of the said structures and appurtenances through his acts or neglect and shall keep them in repair during the life of the Contract. The Contractor shall in all cases leave them in as good condition as they were previous to the commencement of the work and to the full satisfaction of the Owner.

3.10 CONNECTION TO EXISTING SEWER SYSTEM

A. The Contractor shall make connections to the existing sewer system as shown on the Drawings. The connections shall be made by the Contractor at such hours that will cause the least disturbance to the flow in the existing sewer system. The Contractor, however, shall notify the Engineer at least five working days in advance of the time he desires to make the connections and no such connections shall be made until the permission of the Engineer is obtained.

3.11 CLEAN-UP

A. Before final acceptance for the Work, the Contractor shall clear the sewers of any mortar, dirt or other refuse that may have been left or accumulated in the sewers. All manholes and other structures shall be cleared of all forms, scaffolding, bulkheads, centering, surplus mortar, rubbish or dirt and left in a clean and proper condition.

3.12 DEFECTS TO BE MADE GOOD

A. If, at any time before the completion of the contract, any broken pipes, or any defects, are found in the storm sewers or in any of their appurtenances, the Contractor shall cause the same to be removed and replaced by proper material and workmanship, without extra compensation for the labor and material required. All materials shall be carefully examined by the Contractor for defects before placing and any found defective shall not be placed in the line.

END OF SECTION 334100

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 Aleksa Cyvas, P.E, at Verdantas, LLC by email to V23000603@verdantas.com .

2 - CORRECTION PERIOD

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

3 - INSURANCE

3.1 Section SC-5.04(D) of the Supplementary Conditions shall be deleted and no "all risk builders risk" or "installation floater" insurance need be purchased by the Contractor.

3.2 See the following Bid Set Sections for Insurance Requirements:

A. Section 1, Instructions to Bidders, Part 10 Insurance

B. Section 3, General Conditions, Article 5 Bonds and Insurance (EJCDC) or Article 11 Insurance and Bonds (AIA), whichever is used in the Bid Set

C. Section 4, Supplemental Conditions

4 - WORKING HOURS

4.1 No work shall be performed between the hours of 7:30 p.m. and 7:30 a.m. nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.

Costs for the noted activities shall be included in the pertinent Traffic Control items of the bid. If the work is not completed by the Contractor, the Village will cause to have completed and deduct costs for such work from money due the Contractor, or from the posted bond.

5 - PROJECT COMPLETION

5.1 All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 14 days after receipt of the punch list. Failure to complete the punch list work within the allotted time will result in assessment of liquidated damages.

END OF SECTION

SECTION 8
PREVAILING WAGE RATES

PREVAILING WAGES

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this Contract shall be paid the prevailing wage established by the Ohio Department of Commerce Division of Industrial Compliance (https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform). This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The Prevailing Wage Determination Schedule for this project is attached. If the Contractor needs a wage determination for any trade not included herein, he shall contact the Owner's Prevailing Wage Coordinator.

Prevailing Wage Determination Cover Letter

County: -Select-

Determination Date:

Expiration Date:

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: “Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded.” The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: “Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract...”

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the “Prevailing Wages” as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

“There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract.” Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: “On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.”

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500

PREVAILING WAGE THRESHOLD LEVELS
IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

"New" construction threshold for *Building* Construction:	**$250,000**
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for *Building* Construction:	**$75,000**

As of January 1, 2024:

"New" construction that involves *roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction* threshold level has been adjusted to:	**$98,974**
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves *roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction* threshold level has been adjusted to:	**$29,653**

A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov

Prevailing Wage Contractor Responsibilities

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

Expand All Sections

General Information

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

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

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

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

Penalties for violation

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

Intentional Violations

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

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

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

Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Employees' work classification.

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

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

3. Hours worked on the project for each employee.

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

4. Hourly rate for each employee.

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

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

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

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

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

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

7. Total deductions from employee's wages.

8. Net amount paid.

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

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

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General:

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

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

Certified Payroll Heading:

Employer name and address: Company's full name and address…Indicate if the company is a subcontractor.
Subcontractor: Check and list the name of the General Contractor or Prime.
Project: Name and location of the project, including county.
Contracting Public Authority: Name and address of the contracting public authority… (Owner of the project).
Week Ending: Month, day, and year for last day of reporting period.
Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.
Page indicator: number of pages included in the report.
Project Number: Determined by the public authority…If there is no number leave blank.

Payroll Information by column:

1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.

2. Work Class: List classification of work performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".

3. Hours Worked, Day & Date: In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.

4. Project Total Hours: Total the hours entered for pay period.

5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.

1) Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
2) Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
3) Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.

6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.

7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the **Cash** space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space **Approved Plans**. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space **Cash & Approved Plans**. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, ***calculate the hourly fringe credit by dividing the yearly employer contribution by*** the lesser of: hours actually worked in the year (these must be documented) or ***2080***. Fringe benefits include**: Employer's share** of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.

8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.

9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.

10. Self-explanatory.

11. Self-explanatory.

Certified Payroll Report

Report for: ☐ Check if Subcontractor[1)] Contract No: Payroll No: _____

Company:[1)] _____ If Sub, GC/Prime Contractor Name: _____

Address: _____ Project Name & Location: Week Ending: _____

City, State, Zip _____ Public Authority (Owner): _____

Phone No: _____ Sheet:[2)] _____ of _____

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2.Work Class[3)]	3.Prevailing Wage Project Hours Worked - Day & Date								4.Total Hours	5.Base Rate	6.Project Gross	7. Fringes: ☐ Cash ☐ Approved Plans ☐ Cash & Approved Plans						Weekly Payroll Amount			
													Fringe Rate Your Company Pays Per Hour						8.Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs
													H&W	Pens	Vac	Hol	Other	Total				
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1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissable deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title _____ Signature _____ Date _____

11/14 jc

[2)]Attach additional sheets as necessary. [3)]Type in continuous line, text will wrap.

PW.10

Classification = All, County = CUYAHOGA, Union = All

County	Classification	Effective	Posted	Union
CUYAHOGA	Asbestos Worker	7/24/2024	7/24/2024	Asbestos Local 207
CUYAHOGA	Asbestos Worker	10/4/2023	10/4/2023	Asbestos Local 3 Heat & Frost Insulators
CUYAHOGA	Boilermaker	6/5/2024	6/5/2024	Boilermaker Local 744
CUYAHOGA	Bricklayer	6/5/2024	6/5/2024	Bricklayer Local 23 Heavy Hwy (A)
CUYAHOGA	Bricklayer	6/5/2024	6/5/2024	Bricklayer Local 23 Heavy Hwy (B)
CUYAHOGA	Bricklayer	5/1/2024	5/1/2024	Bricklayer Local 23 (Cleveland Marble Finisher)
CUYAHOGA	Bricklayer	5/1/2024	5/1/2024	Bricklayer Local 23 (Cleveland Marble Mason)
CUYAHOGA	Bricklayer	5/1/2024	5/1/2024	Bricklayer Local 23 (Cleveland Terrazzo Finisher)
CUYAHOGA	Bricklayer	5/7/2025	5/7/2025	Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)
CUYAHOGA	Bricklayer	5/7/2025	5/7/2025	Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)
CUYAHOGA	Bricklayer	5/7/2025	5/7/2025	Bricklayer Local 23 (Cleveland)
CUYAHOGA	Carpenter	8/7/2024	8/7/2024	Carpenter Commercial Zone NEO 1A
CUYAHOGA	Carpenter	8/7/2024	8/7/2024	Carpenter Floorlayer Zone NEO 1A
CUYAHOGA	Carpenter	8/7/2024	8/7/2024	Carpenter Hev Hwy Zone NHH C1-B
CUYAHOGA	Carpenter	8/21/2024	8/21/2024	Carpenter Insulation Zone NEO 1A
CUYAHOGA	Carpenter	8/7/2024	8/7/2024	Carpenter Millwright NE Zone M1-A
CUYAHOGA	Carpenter	8/7/2024	8/7/2024	Carpenter Pile Driver Hev Hwy Zone NHH P2-B
CUYAHOGA	Cement	5/1/2024	5/1/2024	Cement Mason Local 404
CUYAHOGA	Cement Mason	5/1/2025	4/30/2025	Cement Mason Local 404 Hev Hwy
CUYAHOGA	Electrical	4/30/2025	4/30/2025	Electrical Local 38
CUYAHOGA	Electrical	7/5/2023	7/5/2023	Electrical Local 38 Lightning Rod
CUYAHOGA	Electrical	1/15/2025	1/15/2025	Electrical Local 38 Lt Commercial Northern
CUYAHOGA	Voice Data Video	4/30/2025	4/30/2025	Electrical Local 38 Voice Data Video
CUYAHOGA	Lineman	1/6/2025	12/31/2024	Electrical Local 71 Cleveland Commercial Projects
CUYAHOGA	Lineman	1/6/2025	12/31/2024	Electrical Local 71 Cleveland Municipal Power & Transit
CUYAHOGA	Lineman	1/6/2025	12/31/2024	Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland
CUYAHOGA	Lineman	1/6/2025	12/31/2024	Electrical Local 71 High Tension Pipe Type Cable
CUYAHOGA	Lineman	1/6/2025	12/31/2024	Electrical Local 71 Outside Utility Power
CUYAHOGA	Lineman	1/6/2025	12/31/2024	Electrical Local 71 Underground Residential Distribution
CUYAHOGA	Voice Data Video	3/6/2024	3/6/2024	Electrical Local 71 Voice Data Video Outside
CUYAHOGA	Elevator	1/29/2025	1/29/2025	Elevator Local 17
CUYAHOGA	Glazier	5/21/2025	5/21/2025	Glazier Local 181
CUYAHOGA	Ironworker	12/24/2020	12/24/2020	Ironworker Local 17
CUYAHOGA	Laborer Group 1	6/11/2025	6/11/2025	Labor HevHwy 1B
CUYAHOGA	Laborer Group 1	6/11/2025	6/11/2025	Labor HevHwy 5
CUYAHOGA	Laborer	5/7/2025	5/7/2025	Labor Local 310
CUYAHOGA	Operating Engineer	6/11/2025	6/11/2025	Operating Engineers - Building Local 18 - Zone I (A)
CUYAHOGA	Operating Engineer	5/1/2025	4/30/2025	Operating Engineers - HevHwy Zone I
CUYAHOGA	Drywall Finisher	5/1/2024	5/1/2024	Painter Local 505
CUYAHOGA	Painter	6/10/2015	6/10/2015	Painter Local 639
CUYAHOGA	Painter	7/5/2023	7/5/2023	Painter Local 639 Zone 1 Sign
CUYAHOGA	Painter	5/1/2024	5/1/2024	Painter Local 707

CUYAHOGA	Painter	5/1/2024	5/1/2024	Painter Local 707 HvyHwy
CUYAHOGA	Pipefitter	6/11/2025	6/11/2025	Pipefitter Local 120
CUYAHOGA	Pipefitter	6/11/2025	6/11/2025	Pipefitter Local 120 Mechanical Equipment
CUYAHOGA	Sprinkler Fitter	6/11/2025	6/11/2025	Pipefitter Local 120 Sprinklerfitter
CUYAHOGA	Plaster	5/31/2023	5/31/2023	Plasterer Local 526
CUYAHOGA	Plumber	5/21/2025	5/21/2025	Plumber Local 55
CUYAHOGA	Roofer	5/21/2025	5/21/2025	Roofer Local 44
CUYAHOGA	Sheet Metal Worker	8/1/2024	7/31/2024	Sheet Metal Local 33 Industrial Door
CUYAHOGA	Sheet Metal Worker	5/6/2024	5/1/2024	Sheet Metal Local 33 (Cleveland)
CUYAHOGA	Truck Driver	5/28/2025	5/28/2025	Truck Driver Local 436 - HevHwy Class 1
CUYAHOGA	Truck Driver	5/28/2025	5/28/2025	Truck Driver Local 436 - HevHwy Class 2

Back to home

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 207

Change # : LCR01-2024ibLoc207

Craft : Asbestos Worker **Effective Date :** 07/24/2024 **Last Posted :** 07/24/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Abatement	$30.00		$10.45	$7.00	$0.65	$3.25	$0.00	$0.00	$0.00	$0.00	$51.35	$66.35
Trainee	**Percent**											
Trainee	65.15	$19.55	$10.45	$1.60	$0.65	$1.00	$0.00	$0.00	$0.00	$0.00	$33.25	$43.02

Special Calculation Note :

Ratio :
3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ASHLAND, ASHTABULA*, ATHENS, AUGLAIZE, BROWN, BUTLER*, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, ERIE*, FAIRFIELD, FAYETTE, FRANKLIN, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARDIN, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, KNOX, LAKE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MIAMI, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PORTAGE, PREBLE, RICHLAND, ROSS, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN*, WAYNE

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

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

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

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

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

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

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 3 Heat & Frost Insulators

Change # : LCN01-2023ibLoc3

Craft : Asbestos Worker **Effective Date :** 10/04/2023 **Last Posted :** 10/04/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Worker	$41.58		$15.30	$10.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$67.38	$88.17
Fire Stop Specialist	$41.58		$15.30	$10.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$67.38	$88.17
Fire Stop Technician	$34.35		$15.30	$4.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53.90	$71.07
Apprentice	**Percent**											
1st year	49.32	$20.51	$15.30	$1.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36.81	$47.06
2nd year	63.12	$26.25	$15.30	$2.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43.55	$56.67
3rd year	68.82	$28.62	$15.30	$3.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46.92	$61.22
4th year	82.60	$34.35	$15.30	$4.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53.65	$70.82

Special Calculation Note : There are no special calculations for this classification.

Ratio :
3 Journeymen to 1 Apprentice per shop

Jurisdiction (* denotes special jurisdictional note) :
ASHLAND, ASHTABULA*, CARROLL, COLUMBIANA, COSHOCTON, CUYAHOGA, ERIE*, GEAUGA, HARRISON, HOLMES, HURON, LAKE, LORAIN, MAHONING, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note : Ashtabula (the townships of Ashtabula, Austinburg, Geneva, Jefferson, Plymouth & Saybrook), The remainder of Ashtabula County will be considered open counties on a 90 day basis autormatically renewable unless revoked by the Union upon 15 day written notice by the employers. Erie (to Sandusky limits)

Details :
Mechanics & apprentices engaged in the manufacture,fabrication,assembling,molding,handling,erection,spraying,pouring,mixing,hanging,clean-up, preparation,application,adjusting,alteration,repairing,dismantling,reconditioning,testing&maintenance of Heat & Frost Insulation such as Magnesia,Asbestos,Hair Felt,Wool Felt,Cork,Mineral Wool, Infusorial Earth,Mercerized Silk,Flax,Fiber,Fire Felt,Asbestos Paper,Asbestos Curtain,Asbestos Millboard,Fiberglass, Foam glass, Styrofoam, Polyurethane, fire stopping,smoke stopping,all recyclable material,soundproofing,all penetrations,any flexible or rigid fireproofing,all jacketing systems including metal,lead,and PVC or other material.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Boilermaker Local 744

Change # : LCN01-2024ibLoc744

Craft : Boilermaker **Effective Date :** 06/05/2024 **Last Posted :** 06/05/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	$42.70		$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$78.19	$99.54
Apprentice	**Percent**											
1st 6 months	70.00	$29.89	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$65.38	$80.32
2nd 6 months	72.50	$30.96	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$66.45	$81.93
3rd 6 months	75.00	$32.03	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$67.52	$83.53
4th 6 months	77.50	$33.09	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$68.58	$85.13
5th 6 months	80.00	$34.16	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$69.65	$86.73
6th 6 months	85.00	$36.30	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$71.79	$89.93
7th 6 months	90.00	$38.43	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$73.92	$93.14
8th 6 months	95.00	$40.57	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$76.06	$96.34

Special Calculation Note : Other: Training Fund

Ratio :
3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CARROLL, COSHOCTON, CUYAHOGA, GEAUGA, HARRISON, HOLMES, LAKE, LORAIN, MAHONING, MEDINA, PORTAGE, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (A)

Change # : LCN01-2024ibLoc23HevHwyA

Craft : Bricklayer **Effective Date :** 06/05/2024 **Last Posted :** 06/05/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	$33.39		$10.00	$9.53	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$53.45	$70.14
Apprentice	**Percent**											
1st year	70.00	$23.37	$10.00	$9.53	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$43.43	$55.12
2nd year	80.00	$26.71	$10.00	$9.53	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$46.77	$60.13
3rd year	90.00	$30.05	$10.00	$9.53	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$50.11	$65.14

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :
3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 3 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :
(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (B)

Change # : LCN01-2024ibLoc23HevHwyB

Craft : Bricklayer **Effective Date :** 06/05/2024 **Last Posted :** 06/05/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	$34.39		$10.00	$9.52	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$54.45	$71.65
Apprentice	**Percent**											
1st year	70.00	$24.07	$10.00	$9.52	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$44.13	$56.17
2nd year	80.00	$27.51	$10.00	$9.52	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$47.57	$61.33
3rd year	90.00	$30.95	$10.00	$9.52	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$51.01	$66.49

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :
3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 2 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :
(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Marble Finisher)

Change # : LCN01-2024ibLoc23ClevMarFin

Craft : Bricklayer **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Finisher	$30.52		$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$47.73	$62.99
Apprentice Tile Marble Finishers	**Percent**											
1st 6 months	60.00	$18.31	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.71	$38.87
2nd 6 months	70.00	$21.36	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$38.57	$49.26
3rd 6 months	75.00	$22.89	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$40.10	$51.54
4th 6 months	80.00	$24.42	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$41.63	$53.83
5th 6 months	85.00	$25.94	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$43.15	$56.12
6th 6 months	90.00	$27.47	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$44.68	$58.41

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :
1-2 Journeymen to 1 Apprentice
3- 4 Journeymen to 2 Apprentice
5-6 Journeymen to 3 Apprentice
7-8 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :
Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work.

Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety.

Marble Finishers:Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Marble Mason)

Change # : LCN01-2024ibLoc23ClevMarMas

Craft : Bricklayer **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Horizontal Marble Mason	$27.16		$11.40	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$48.68	$62.26
Masonary Maintenance Specialist	$13.58		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.58	$20.37
Apprentice	**Percent**											
1st 6 Months	60.00	$16.30	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27.70	$35.84
2nd 6 Months	65.00	$17.65	$11.40	$1.60	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$31.32	$40.15
3rd 6 Months	70.00	$19.01	$11.40	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$40.53	$50.04
4th 6 Months	75.00	$20.37	$11.40	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$41.89	$52.08
5th 6 Months	80.00	$21.73	$11.40	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$43.25	$54.11
6th 6 Months	85.02	$23.09	$11.40	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$44.61	$56.16
MASON TRAINEES												
1st 90 Days	45.00	$12.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.22	$18.33
1st year after 90 Days	45.00	$12.22	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23.62	$29.73
2nd Year	50.00	$13.58	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.98	$31.77

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Ratio :
1-2 Journeyman to 1 Apprentice
3-4 Journeyman to 2 Apprentices
5-6 Journeyman to 2 Apprentices
6-10 Journeyman to 3 Apprentices

1 Apprentice permits 1 Mason Trainee
2 Apprentice permits 1 Mason Trainee
3 Apprentice permits 2 Mason Trainee
4 Apprentice permits 2 Mason Trainee

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :
In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Terrazzo Finisher)

Change # : LCN01-2024ibLoc23ClevTerFin

Craft : Bricklayer **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Terrazzo Finisher	$30.52		$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$47.73	$62.99
Apprentice Terrazzo Finishers	**Percent**											
1st 6 months	60.00	$18.31	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.71	$38.87
2nd 6 months	70.00	$21.36	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$38.57	$49.26
3rd 6 months	75.00	$22.89	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$40.10	$51.54
4th 6 months	80.00	$24.42	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$41.63	$53.83
5th 6 months	85.00	$25.94	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$43.15	$56.12
6th 6 months	90.00	$27.47	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$44.68	$58.41

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :
1-2 Journeymen to 1 Apprentice
3- 4 Journeymen to 2 Apprentices
5- 6 Journeymen to 3 Apprentices
7- 8 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :
Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work.

Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety.

Marble Finishers:Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)

Change # : LCN01-2025ibLoc23ClevZone1TF

Craft : Bricklayer **Effective Date :** 05/07/2025 **Last Posted :** 05/07/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Finisher	$32.41		$9.70	$1.35	$0.69	$0.00	$5.00	$0.00	$0.00	$0.00	$49.15	$65.35
Apprentice Tile Finishers	**Percent**											
1st 6 months	60.00	$19.45	$9.70	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.15	$38.87
2nd 6 months	70.00	$22.69	$9.70	$1.35	$0.69	$0.00	$5.00	$0.00	$0.00	$0.00	$39.43	$50.77
3rd 6 months	75.00	$24.31	$9.70	$1.35	$0.69	$0.00	$5.00	$0.00	$0.00	$0.00	$41.05	$53.20
4th 6 months	80.00	$25.93	$9.70	$1.35	$0.69	$0.00	$5.00	$0.00	$0.00	$0.00	$42.67	$55.63
5th 6 months	85.02	$27.55	$9.70	$1.35	$0.69	$0.00	$5.00	$0.00	$0.00	$0.00	$44.29	$58.07
6th 6 months	90.00	$29.17	$9.70	$1.35	$0.69	$0.00	$5.00	$0.00	$0.00	$0.00	$45.91	$60.49

Special Calculation Note :

Ratio :
1-4 Journeymen to 1 Apprentice
5-10 Journeymen to 2 Apprentice
11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA

Special Jurisdictional Note :

Details :
Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)

Change # : LCN01-2025ibLoc23ClevZone1TL

Craft : Bricklayer **Effective Date :** 05/07/2025 **Last Posted :** 05/07/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Layer	$37.11		$9.80	$2.43	$0.77	$0.00	$7.10	$0.00	$0.00	$0.00	$57.21	$75.76
Apprentice	**Percent**											
1st 30 days	60.00	$22.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.27	$33.40
1st 6 months months	60.00	$22.27	$9.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.07	$43.20
2nd 6 months	65.00	$24.12	$9.80	$2.43	$0.77	$0.00	$7.10	$0.00	$0.00	$0.00	$44.22	$56.28
3rd 6 months	70.00	$25.98	$9.80	$2.43	$0.77	$0.00	$7.10	$0.00	$0.00	$0.00	$46.08	$59.07
4th 6 months	75.00	$27.83	$9.80	$2.43	$0.77	$0.00	$7.10	$0.00	$0.00	$0.00	$47.93	$61.85
5th 6 months	80.00	$29.69	$9.80	$2.43	$0.77	$0.00	$7.10	$0.00	$0.00	$0.00	$49.79	$64.63
6th 6 months	85.00	$31.54	$9.80	$2.43	$0.77	$0.00	$7.10	$0.00	$0.00	$0.00	$51.64	$67.42
7th 6 months	90.00	$33.40	$9.80	$2.43	$0.77	$0.00	$7.10	$0.00	$0.00	$0.00	$53.50	$70.20
8th 6 months	95.00	$35.25	$9.80	$2.43	$0.77	$0.00	$7.10	$0.00	$0.00	$0.00	$55.35	$72.98

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :
1-4 Journeymen to 1 Apprentice
5-10 Journeymen to 2 Apprentice
11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland)

Change # : LCN01-2025ibLoc23Clev

Craft : Bricklayer **Effective Date :** 05/07/2025 **Last Posted :** 05/07/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	$40.42		$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$63.57	$83.78
Stone Mason	$40.42		$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$63.57	$83.78
Pointer Caulker Cleaner	$40.42		$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$63.57	$83.78
Marble Mason	$40.42		$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$63.57	$83.78
Terrazzo Worker	$40.42		$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$63.57	$83.78
Cement Mason	$40.42		$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$63.57	$83.78
Sandblaster	$40.67		$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$63.82	$84.15
Sewer Stack	$40.92		$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$64.07	$84.53
Swing Scaffold	$41.42		$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$64.57	$85.28
Masonry Maintenance Specialist	$20.21		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.21	$30.32
Apprentice	**Percent**											
1st 6 Months	60.00	$24.25	$11.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.90	$48.03
2nd 6 Months	65.00	$26.27	$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$49.42	$62.56
3rd 6 Months	70.00	$28.29	$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$51.44	$65.59
4th 6 Months	75.00	$30.32	$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$53.47	$68.62
5th 6 Months	80.00	$32.34	$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$55.49	$71.65
6th 6 Months	85.00	$34.36	$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$57.51	$74.69
7th 6 Months	90.00	$36.38	$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$59.53	$77.72
8th 6 Months	95.00	$38.40	$11.65	$10.66	$0.84	$0.00	$0.00	$0.00	$0.00	$0.00	$61.55	$80.75
MASON TRAINEES 1st 90 Days	45.00	$18.19	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.19	$27.28
1st Year AFTER 90 Days	45.00	$18.19	$11.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.84	$38.93
2nd Year	50.00	$20.21	$11.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31.86	$41.97

Special Calculation Note : Apprentice must be hired prior to hiring Mason Trainees

Ratio :
1-2 Journeyman to 1 Apprentice 1 Trainee
3-4 Journeyman to 2 Apprentices 1Trainee
5-6 Journeyman to 2 Apprentices 2 Trainees
6-10 Journeyman to 3 Apprentices 2 Trainees

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, LORAIN, MEDINA

Special Jurisdictional Note :

Details :
Masonry Maintenance Specialist * * - in partnership with a local education organization employer may employ School to Work students providing said employee is a full time student and that no conflicts exist with any Federal or State Laws. Employer must be party to an apprentice program duly registered with the DOL and Ohio State Apprentice Compliance (OSAC). Wages for Masonry Maintenance Specialist shall be fifty-five percent (55%) of the journeyperson base rate with no fringe benefits.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Commercial Zone NEO 1A

Change # : LCN01-2024ibLocNEZone1A

Craft : Carpenter **Effective Date :** 08/07/2024 **Last Posted :** 08/07/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$37.52		$8.25	$10.98	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$61.18	$79.94
Apprentice	**Percent**											
1st 3 months	60.00	$22.51	$8.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.76	$42.02
2nd 3 months	60.00	$22.51	$8.25	$0.00	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$35.19	$46.45
2nd 6 months	65.00	$24.39	$8.25	$0.00	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$37.07	$49.26
3rd 6 months	70.00	$26.26	$8.25	$0.00	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$38.94	$52.08
4th 6 months	75.00	$28.14	$8.25	$0.00	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$40.82	$54.89
5th 6 months	80.00	$30.02	$8.25	$8.78	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$51.48	$66.48
6th 6 months	85.00	$31.89	$8.25	$9.33	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$53.90	$69.85
7th 6 months	90.00	$33.77	$8.25	$9.88	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$56.33	$73.21
8th 6 months	95.00	$35.64	$8.25	$10.43	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$58.75	$76.58

Special Calculation Note : *Other is International Training

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Floorlayer Zone NEO 1A

Change # : LCN01-2024ibLocNEZone1A

Craft : Carpenter **Effective Date :** 08/07/2024 **Last Posted :** 08/07/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	$37.52		$8.25	$10.98	$0.62	$0.00	$3.67	$0.16	$0.00	$0.00	$61.20	$79.96
Apprentice	**Percent**											
1st 3 months	60.00	$22.51	$8.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.76	$42.02
2nd 3 months	60.00	$22.51	$8.25	$0.00	$0.62	$0.00	$3.67	$0.16	$0.00	$0.00	$35.21	$46.47
2nd 6 months	65.00	$24.39	$8.25	$0.00	$0.62	$0.00	$3.67	$0.16	$0.00	$0.00	$37.09	$49.28
3rd 6 months	70.00	$26.26	$8.25	$0.00	$0.62	$0.00	$3.67	$0.16	$0.00	$0.00	$38.96	$52.10
4th 6 months	75.00	$28.14	$8.25	$0.00	$0.62	$0.00	$3.67	$0.16	$0.00	$0.00	$40.84	$54.91
5th 6 months	80.00	$30.02	$8.25	$8.78	$0.62	$0.00	$3.67	$0.16	$0.00	$0.00	$51.50	$66.50
6th 6 months	85.00	$31.89	$8.25	$9.33	$0.62	$0.00	$3.67	$0.16	$0.00	$0.00	$53.92	$69.87
7th 6 months	90.00	$33.77	$8.25	$9.88	$0.62	$0.00	$3.67	$0.16	$0.00	$0.00	$56.35	$73.23
8th 6 months	95.00	$35.64	$8.25	$10.43	$0.62	$0.00	$3.67	$0.16	$0.00	$0.00	$58.77	$76.60

Special Calculation Note : *Other is International Training

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Hev Hwy Zone NHH C1-B

Change # : LCN01-2024ibLocNEZoneNHH C1-B

Craft : Carpenter **Effective Date :** 08/07/2024 **Last Posted :** 08/07/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$37.53		$8.25	$10.98	$0.62	$0.00	$3.66	$0.14	$0.00	$0.00	$61.18	$79.95
Apprentice	**Percent**											
1st 3 Months	60.00	$22.52	$8.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.77	$42.03
2nd 3 Months	60.00	$22.52	$8.25	$0.00	$0.62	$0.00	$3.66	$0.14	$0.00	$0.00	$35.19	$46.45
2nd 6 Months	65.00	$24.39	$8.25	$0.00	$0.62	$0.00	$3.66	$0.14	$0.00	$0.00	$37.06	$49.26
3rd 6 Months	70.00	$26.27	$8.25	$0.00	$0.62	$0.00	$3.66	$0.14	$0.00	$0.00	$38.94	$52.08
4th 6 Months	75.00	$28.15	$8.25	$0.00	$0.62	$0.00	$3.66	$0.14	$0.00	$0.00	$40.82	$54.89
5th 6 Months	80.00	$30.02	$8.25	$8.78	$0.62	$0.00	$3.66	$0.14	$0.00	$0.00	$51.47	$66.49
6th 6 Months	85.00	$31.90	$8.25	$9.33	$0.62	$0.00	$3.66	$0.14	$0.00	$0.00	$53.90	$69.85
7th 6 Months	90.00	$33.78	$8.25	$9.88	$0.62	$0.00	$3.66	$0.14	$0.00	$0.00	$56.33	$73.22
8th 6 Months	95.00	$35.65	$8.25	$10.43	$0.62	$0.00	$3.66	$0.14	$0.00	$0.00	$58.75	$76.58

Special Calculation Note : Other: Training

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :
Any construction work as performed within the definitions listed here below, all of which, taken together are “Heavy-Highway Construction” work:

“HIGHWAY CONSTRUCTION” work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails, fences, and sound barriers, but shall not include construction of buildings.

“AIRPORT CONSTRUCTION” work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking areas and similar work incidental to the construction of airfields but shall not include the construction of buildings.

“HEAVY CONSTRUCTION” work is defined as including, but not limited to grade separations, foundations (does not include building foundations), abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, water development projects, hydro-electric development, utility transmission lines, including right-of-way clearing, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors; and all municipal and utility construction except construction classified as building construction.

“RAILROAD CONSTRUCTION” work is defined as including, grading, drainage, placingof rails, crossties, ballast and the construction of bridges, and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

“SEWER WATERWORKS AND UTILITY CONSTRUCTION” work is defined as including construction of all storm sewers, sanitary sewers, supplying and distributing waterlines, gas lines, telephone and television conduit, underground electrical lines, and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.

”SUPPORIVE EXCAVATION AND DEEP FOUNDATIONS” work is all driven and drilled foundations within the building site.

“POWER PLANT SITE” work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers or construction of the buildings.

“POLLUTION CONTROL, SEWAGE PLANT, WASTE PLANT AND WATER TREATMENT FACILITIES CONSTRUCTION” WORK shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control facilities.

“SOLAR & WIND FARM” WORK is considered “HEAVY CONSTRUCTION” and includes all work in the construction of solar fields/farms and wind fields/farms (not installations on buildings).

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Insulation Zone NEO 1A

Change # : LCN01-2024ibLocNEZone1A

Craft : Carpenter **Effective Date :** 08/21/2024 **Last Posted :** 08/21/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Insulation	$30.02		$8.25	$10.98	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$53.68	$68.69
Apprentice	**Percent**											
1st 3 months	60.00	$18.01	$8.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.26	$35.27
2nd 3 months	60.00	$18.01	$8.25	$0.00	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$30.69	$39.70
2nd 6 months	65.00	$19.51	$8.25	$0.00	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$32.19	$41.95
3rd 6 months	70.00	$21.01	$8.25	$0.00	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$33.69	$44.20
4th 6 months	75.02	$22.52	$8.25	$0.00	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$35.20	$46.46
5th 6 months	80.00	$24.02	$8.25	$8.78	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$45.48	$57.48
6th 6 months	85.00	$25.52	$8.25	$9.33	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$47.53	$60.29
7th 6 months	90.00	$27.02	$8.25	$9.88	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$49.58	$63.09
8th 6 month	95.00	$28.52	$8.25	$10.43	$0.62	$0.00	$3.67	$0.14	$0.00	$0.00	$51.63	$65.89

Special Calculation Note : *Other is Training

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M1-A

Change # : LCN01-2024ibLocNEZoneM1-A

Craft : Carpenter **Effective Date :** 08/07/2024 **Last Posted :** 08/07/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	$35.33		$8.25	$11.33	$0.62	$0.00	$5.87	$0.19	$0.00	$0.00	$61.59	$79.26
Certified Welder	$36.33		$8.25	$11.33	$0.62	$0.00	$5.87	$0.19	$0.00	$0.00	$62.59	$80.76
Layout man on Monorail	$37.98		$8.25	$11.33	$0.62	$0.00	$5.87	$0.19	$0.00	$0.00	$64.24	$83.23
Apprentice	**Percent**											
1st 6 months	60.00	$21.20	$8.25	$11.33	$0.62	$0.00	$5.87	$0.19	$0.00	$0.00	$47.46	$58.06
2nd 6 months	65.00	$22.96	$8.25	$11.33	$0.62	$0.00	$5.87	$0.19	$0.00	$0.00	$49.22	$60.71
3rd 6 months	70.00	$24.73	$8.25	$11.33	$0.62	$0.00	$5.87	$0.19	$0.00	$0.00	$50.99	$63.36
4th 6 months	75.00	$26.50	$8.25	$11.33	$0.62	$0.00	$5.87	$0.19	$0.00	$0.00	$52.76	$66.01
5th 6 months	80.00	$28.26	$8.25	$11.33	$0.62	$0.00	$5.87	$0.19	$0.00	$0.00	$54.52	$68.66
6th 6 months	85.00	$30.03	$8.25	$11.33	$0.62	$0.00	$5.87	$0.19	$0.00	$0.00	$56.29	$71.31
7th 6 months	90.00	$31.80	$8.25	$11.33	$0.62	$0.00	$5.87	$0.19	$0.00	$0.00	$58.06	$73.96
8th 6 months	95.00	$33.56	$8.25	$11.33	$0.62	$0.00	$5.87	$0.19	$0.00	$0.00	$59.82	$76.61

Special Calculation Note : Other is Training.

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND, SUMMIT

Special Jurisdictional Note :

Details :
The term “Millwright and Machine Erectors’” jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trial run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Pile Driver Hev Hwy Zone NHH P2-B

Change # : LCN01-2024ibLocNEZoneP2-B

Craft : Carpenter **Effective Date :** 08/07/2024 **Last Posted :** 08/07/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Pile Driver	$35.71		$8.20	$11.33	$0.62	$0.00	$5.54	$0.19	$0.00	$0.00	$61.59	$79.45
Diver	$53.57		$8.20	$11.33	$0.62	$0.00	$5.54	$0.19	$0.00	$0.00	$79.45	$106.24
Certified Welder	$36.76		$8.20	$11.33	$0.62	$0.00	$5.54	$0.19	$0.00	$0.00	$62.64	$81.02
Apprentice	**Percent**											
1st 6 months	60.00	$21.43	$8.20	$11.33	$0.62	$0.00	$5.54	$0.19	$0.00	$0.00	$47.31	$58.02
2nd 6 months	65.00	$23.21	$8.20	$11.33	$0.62	$0.00	$5.54	$0.19	$0.00	$0.00	$49.09	$60.70
3rd 6 months	70.00	$25.00	$8.20	$11.33	$0.62	$0.00	$5.54	$0.19	$0.00	$0.00	$50.88	$63.38
4th 6 months	75.00	$26.78	$8.20	$11.33	$0.62	$0.00	$5.54	$0.19	$0.00	$0.00	$52.66	$66.05
5th 6 months	80.00	$28.57	$8.20	$11.33	$0.62	$0.00	$5.54	$0.19	$0.00	$0.00	$54.45	$68.73
6th 6 months	85.00	$30.35	$8.20	$11.33	$0.62	$0.00	$5.54	$0.19	$0.00	$0.00	$56.23	$71.41
7th 6 months	90.00	$32.14	$8.20	$11.33	$0.62	$0.00	$5.54	$0.19	$0.00	$0.00	$58.02	$74.09
8th 6 months	95.00	$33.92	$8.20	$11.33	$0.62	$0.00	$5.54	$0.19	$0.00	$0.00	$59.80	$76.77

Special Calculation Note : *Other is Training

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND, SUMMIT

Special Jurisdictional Note :

Details :
Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pule butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jetted, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 404

Change # : LCN01-2024ibLoc404

Craft : Cement **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$34.88		$9.40	$7.10	$0.63	$0.00	$5.95	$0.08	$0.00	$0.00	$58.04	$75.48
Apprentice	**Percent**											
1st yr	58.51	$20.41	$9.40	$7.10	$0.63	$0.00	$2.98	$0.08	$0.00	$0.00	$40.60	$50.80
2nd yr	73.50	$25.64	$9.40	$7.10	$0.63	$0.00	$2.98	$0.08	$0.00	$0.00	$45.83	$58.65
3rd yr	83.51	$29.13	$9.40	$7.10	$0.63	$0.00	$2.98	$0.08	$0.00	$0.00	$49.32	$63.88
4th yr	98.50	$34.36	$9.40	$7.10	$0.63	$0.00	$2.98	$0.08	$0.00	$0.00	$54.55	$71.73

Special Calculation Note : Other is Training Fund

Ratio :
5 Journeymen to 1 Apprentice
2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 404 Hev Hwy

Change # : LCN01-2025ibCementHevHwy

Craft : Cement Mason **Effective Date :** 05/01/2025 **Last Posted :** 04/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$36.29		$9.20	$7.85	$0.75	$0.00	$3.00	$0.07	$0.00	$0.00	$57.16	$75.30
Apprentice	**Percent**											
1st Year	70.00	$25.40	$9.20	$7.85	$0.75	$0.00	$3.00	$0.07	$0.00	$0.00	$46.27	$58.97
2nd Year	80.00	$29.03	$9.20	$7.85	$0.75	$0.00	$3.00	$0.07	$0.00	$0.00	$49.90	$64.42
3rd Year	90.00	$32.66	$9.20	$7.85	$0.75	$0.00	$3.00	$0.07	$0.00	$0.00	$53.53	$69.86
4th Year	95.00	$34.48	$9.20	$7.85	$0.75	$0.00	$3.00	$0.07	$0.00	$0.00	$55.35	$72.58

Special Calculation Note : Other: International Training Fund

Ratio :
1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :
Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 38

Change # : LCN01-2025ibLoc38

Craft : Electrical **Effective Date :** 04/30/2025 **Last Posted :** 04/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$46.63		$10.05	$10.05	$0.42	$0.00	$3.00	$1.40	$0.00	$0.00	$71.55	$94.87
Apprentice	**Percent**											
1st year 1st 6 Months	35.00	$16.32	$10.05	$0.00	$0.42	$0.00	$3.00	$0.49	$0.00	$0.00	$30.28	$38.44
1st year 2nd 6 Months	40.00	$18.65	$10.05	$0.00	$0.42	$0.00	$3.00	$0.56	$0.00	$0.00	$32.68	$42.01
2nd year 3rd 6 Months	45.00	$20.98	$10.05	$6.53	$0.42	$0.00	$3.00	$0.63	$0.00	$0.00	$41.61	$52.11
2nd year 4th 6 Months	50.02	$23.32	$10.05	$6.53	$0.42	$0.00	$3.00	$0.70	$0.00	$0.00	$44.02	$55.69
3rd year 5th 6 Months	55.00	$25.65	$10.05	$6.53	$0.42	$0.00	$3.00	$0.77	$0.00	$0.00	$46.42	$59.24
3rd year 3rd year 6th 6 Months	60.00	$27.98	$10.05	$6.53	$0.42	$0.00	$3.00	$0.84	$0.00	$0.00	$48.82	$62.81
4th year 7th 6 Months	65.00	$30.31	$10.05	$6.53	$0.42	$0.00	$3.00	$0.91	$0.00	$0.00	$51.22	$66.37
4th year 8th 6 Months	70.00	$32.64	$10.05	$6.53	$0.42	$0.00	$3.00	$0.98	$0.00	$0.00	$53.62	$69.94
4th year 9th 6 Months	75.00	$34.97	$10.05	$6.53	$0.42	$0.00	$3.00	$1.05	$0.00	$0.00	$56.02	$73.51
5th year 10th 6 Months	80.00	$37.30	$10.05	$6.53	$0.42	$0.00	$3.00	$1.12	$0.00	$0.00	$58.42	$77.08

Special Calculation Note : OTHER: National Electrical Benefit Fund (NEBF).

Ratio :
1 to 3 Journeyman up to 2 Apprentice
4 to 6 Journeymen up to 4 Apprentice
7 to 9 Journeymen up to 6 Apprentice
and continue as above per job site

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, GEAUGA*, LORAIN*

Special Jurisdictional Note : In Geauga County the following townships are included: (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia Twp).

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 38 Lightning Rod

Change # : LCN01-2023fbLoc38LR

Craft : Electrical **Effective Date :** 07/05/2023 **Last Posted :** 07/05/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lightning Protection Installer 60 months and up	$33.15		$7.75	$0.99	$0.00	$3.09	$1.99	$0.00	$0.00	$0.00	$46.97	$63.54
Experience Level	**Percent**											
Apprentice Lightning Protection Installer 1st day-6 months	50.02	$16.58	$7.75	$0.50	$0.00	$0.44	$0.99	$0.00	$0.00	$0.00	$26.26	$34.55
Apprentice Lightning Protection Installer 2nd 6 months	55.00	$18.23	$7.75	$0.55	$0.00	$0.49	$1.09	$0.00	$0.00	$0.00	$28.11	$37.23
Apprentice Lightning Protection Installer 3rd 6th months	60.00	$19.89	$7.75	$0.60	$0.00	$0.97	$1.19	$0.00	$0.00	$0.00	$30.40	$40.34
Apprentice Lightning Protection Installer 4th 6 months months	65.00	$21.55	$7.75	$0.65	$0.00	$1.05	$1.29	$0.00	$0.00	$0.00	$32.29	$43.06
Apprentice Lightning Protection Installer 3rd Year	70.02	$23.21	$7.75	$0.70	$0.00	$1.65	$1.39	$0.00	$0.00	$0.00	$34.70	$46.31
Apprentice Lightning Protection Installer 4th Year	80.00	$26.52	$7.75	$0.80	$0.00	$1.89	$1.59	$0.00	$0.00	$0.00	$38.55	$51.81
Apprentice Lightning Protection Installer 5th Year	90.02	$29.84	$7.75	$0.90	$0.00	$2.12	$1.79	$0.00	$0.00	$0.00	$42.40	$57.32

Special Calculation Note : Other is Holiday.

Ratio :
3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, GEAUGA*, LORAIN*

Special Jurisdictional Note : In Geauga County the following townships are included: (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia).

Details :
Scope of work but not limited to:The installation, operation, maintenance, repair and service of equipment and appliances used in a system of lightning protection systems.
Intermediate Journeymen to be trained by the employer to meet all standards in the industry.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 38 Lt Commercial Northern

Change # : LCN01-2024ibLoc38

Craft : Electrical **Effective Date :** 03/13/2024 **Last Posted :** 03/13/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$43.13		$9.55	$11.34	$0.42	$0.00	$2.00	$0.00	$0.00	$0.00	$66.44	$88.01
CE-3 12,001-14,000 Hrs	$28.89		$6.67	$0.87	$0.88	$0.00	$0.87	$0.00	$0.00	$0.10	$38.28	$52.73
CE-2 10,001-12,000 Hrs	$22.70		$6.67	$0.68	$0.88	$0.00	$0.68	$0.00	$0.00	$0.10	$31.71	$43.06
CE-1 8,001-10,000 Hrs	$20.64		$6.67	$0.62	$0.88	$0.00	$0.62	$0.00	$0.00	$0.10	$29.53	$39.85
CW-4 6,001-8,000 Hrs	$18.57		$6.67	$0.56	$0.88	$0.00	$0.56	$0.00	$0.00	$0.10	$27.34	$36.63
CW-3 4,000-6,000 Hrs	$16.51		$6.67	$0.50	$0.88	$0.00	$0.50	$0.00	$0.00	$0.10	$25.16	$33.42
CW-2 2,001-4,000 Hrs	$15.48		$6.67	$0.46	$0.88	$0.00	$0.46	$0.00	$0.00	$0.10	$24.05	$31.79
CW-1 0-2,000 Hrs	$14.44		$6.67	$0.43	$0.88	$0.00	$0.43	$0.00	$0.00	$0.10	$22.95	$30.17
Apprentice	**Percent**											
1st 6 Months	35.00	$15.10	$9.55	$0.00	$0.42	$0.00	$2.00	$0.45	$0.00	$0.00	$27.52	$35.06
2nd 6 Months	40.00	$17.25	$9.55	$0.00	$0.42	$0.00	$2.00	$0.52	$0.00	$0.00	$29.74	$38.37
3rd 6 Months	45.00	$19.41	$9.55	$6.53	$0.42	$0.00	$2.00	$0.58	$0.00	$0.00	$38.49	$48.19
4th 6 Months	50.00	$21.57	$9.55	$6.53	$0.42	$0.00	$2.00	$0.65	$0.00	$0.00	$40.72	$51.50
5th 6 Months	55.00	$23.72	$9.55	$6.53	$0.42	$0.00	$2.00	$0.71	$0.00	$0.00	$42.93	$54.79
6th 6 Months	60.00	$25.88	$9.55	$6.53	$0.42	$0.00	$2.00	$0.78	$0.00	$0.00	$45.16	$58.10
7th 6 Months	65.00	$28.03	$9.55	$6.53	$0.42	$0.00	$2.00	$0.84	$0.00	$0.00	$47.37	$61.39
8th 6 Months	70.00	$30.19	$9.55	$6.53	$0.42	$0.00	$2.00	$0.91	$0.00	$0.00	$49.60	$64.70
9th 6 Months	75.00	$32.35	$9.55	$6.53	$0.42	$0.00	$2.00	$0.97	$0.00	$0.00	$51.82	$67.99
10th 6 Months	80.00	$34.50	$9.55	$6.53	$0.42	$0.00	$2.00	$1.04	$0.00	$0.00	$54.04	$71.30

Special Calculation Note : OTHER: National Electrical Benefit Fund (NEBF).

Ratio :
1 to 3 Journeyman to 2 Apprentice
4 to 6 Journeymen to 4 Apprentice
7 to 9 Journeymen to 6 Apprentice
and continue as above per job site

Construction Electrician and Construction Wireman Ratio
There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classifications per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, GEAUGA*, LORAIN*

Special Jurisdictional Note : In Geauga County the following townships are included: (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia).

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 38 Voice Data Video

Change # : LCN01-2025ibLoc38VDV

Craft : Voice Data Video **Effective Date :** 04/30/2025 **Last Posted :** 04/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician	$33.05		$7.75	$3.20	$0.42	$1.49	$2.50	$1.04	$0.00	$0.00	$49.45	$65.98
Communication Technician	$34.30		$7.75	$3.20	$0.42	$1.54	$2.50	$1.08	$0.00	$0.00	$50.79	$67.94
Senior Technician	$35.30		$7.75	$3.20	$0.42	$1.59	$2.50	$1.11	$0.00	$0.00	$51.87	$69.52
Security Technician Level I	$33.05		$7.75	$3.20	$0.42	$1.49	$2.50	$1.04	$0.00	$0.00	$49.45	$65.98
Security Technician Level II	$34.30		$7.75	$3.20	$0.42	$1.54	$2.50	$1.08	$0.00	$0.00	$50.79	$67.94
Security Technician Level III	$35.30		$7.75	$3.20	$0.42	$1.59	$2.50	$1.11	$0.00	$0.00	$51.87	$69.52
Audio/Visual Technician Level I	$33.05		$7.75	$3.20	$0.42	$1.49	$2.50	$1.04	$0.00	$0.00	$49.45	$65.98
Audio/Visual Technician Level II	$34.30		$7.75	$3.20	$0.42	$1.54	$2.50	$1.08	$0.00	$0.00	$50.79	$67.94
Audio/Visual Technician Level III	$35.30		$7.75	$3.20	$0.42	$1.59	$2.50	$1.11	$0.00	$0.00	$51.87	$69.52
Apprentice	**Percent**											
1st 6 months	65.00	$21.48	$7.75	$3.20	$0.42	$0.97	$2.50	$0.67	$0.00	$0.00	$36.99	$47.73
2nd 6 months	70.02	$23.14	$7.75	$3.20	$0.42	$1.04	$2.50	$0.73	$0.00	$0.00	$38.78	$50.35
3rd 6 months	75.00	$24.79	$7.75	$3.20	$0.42	$1.12	$2.50	$0.78	$0.00	$0.00	$40.56	$52.95
4th 6 months	80.00	$26.44	$7.75	$3.20	$0.42	$1.19	$2.50	$0.83	$0.00	$0.00	$42.33	$55.55
5th 6 months	85.00	$28.09	$7.75	$3.20	$0.42	$1.26	$2.50	$0.88	$0.00	$0.00	$44.10	$58.15
6th 6 months	90.00	$29.74	$7.75	$3.20	$0.42	$1.34	$2.50	$0.93	$0.00	$0.00	$45.89	$60.76

Special Calculation Note : Other is National Electrical Benefit Fund.

Ratio :
1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, GEAUGA*, LORAIN*

Special Jurisdictional Note : In Geauga County the following townships are included (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia Twp.).

Details :
*Installer Technician - Successful completion of the Installer/Tech Apprenticeship Program or have been certified by an IBEW/NECA Joint apprenticeship Program as a Installer/Technician.

* Communications Technician - At least (2) years experience as a Installer/Technician and a minimum of 12 hours continuous related education or have been certified by an IBEW/NECA Joint Apprenticeship and Training Program as a Communications/Technician.

The following work is excluded from the Teledata Technician work scope:

The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater then 10 ft.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit

All HVAC control work.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Commercial Projects

Change # : LCN02-2024ibLoc71Clev

Craft : Lineman **Effective Date :** 01/06/2025 **Last Posted :** 12/31/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$59.08		$7.50	$1.77	$0.59	$0.00	$14.18	$0.75	$0.00	$0.00	$83.87	$113.41
Cable Splicer	$59.08		$7.50	$1.77	$0.59	$0.00	$14.18	$0.75	$0.00	$0.00	$83.87	$113.41
Equip. Operator	$53.17		$7.50	$1.60	$0.53	$0.00	$12.76	$0.75	$0.00	$0.00	$76.31	$102.89
Groundman 0 to 12 months	$35.45		$7.50	$1.06	$0.35	$0.00	$8.51	$0.75	$0.00	$0.00	$53.62	$71.35
Groundman 1 year plus	$41.36		$7.50	$1.24	$0.41	$0.00	$9.93	$0.75	$0.00	$0.00	$61.19	$81.87
Apprentice Linemen	**Percent**											
1st 1000 Hrs	60.00	$35.45	$7.50	$1.06	$0.35	$0.00	$8.51	$0.75	$0.00	$0.00	$53.62	$71.34
2nd 1000 Hrs	65.00	$38.40	$7.50	$1.15	$0.38	$0.00	$8.91	$0.75	$0.00	$0.00	$57.09	$76.29
3rd 1000 Hrs	70.00	$41.36	$7.50	$1.24	$0.41	$0.00	$9.93	$0.75	$0.00	$0.00	$61.19	$81.86
4th 1000 Hrs	75.00	$44.31	$7.50	$1.33	$0.44	$0.00	$10.63	$0.75	$0.00	$0.00	$64.96	$87.11
5th 1000 Hrs	80.00	$47.26	$7.50	$1.42	$0.47	$0.00	$10.96	$0.75	$0.00	$0.00	$68.36	$92.00
6th 1000 Hrs	85.01	$50.22	$7.50	$1.51	$0.50	$0.00	$12.05	$0.75	$0.00	$0.00	$72.53	$97.65
7th 1000 Hrs	90.00	$53.17	$7.50	$1.60	$0.53	$0.00	$12.76	$0.75	$0.00	$0.00	$76.31	$102.90

Special Calculation Note : Other is Health Reimbursement Account

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :
A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman.

There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Municipal Power & Transit

Change # : LCN02-2024ibLoc71Clev

Craft : Lineman **Effective Date :** 01/06/2025 **Last Posted :** 12/31/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$54.96		$7.50	$1.65	$0.55	$0.00	$12.64	$0.75	$0.00	$0.00	$78.05	$105.53
Cable Splicer	$54.96		$7.50	$1.65	$0.55	$0.00	$12.64	$0.75	$0.00	$0.00	$78.05	$105.53
Equip. Operator	$49.46		$7.50	$1.48	$0.49	$0.00	$11.38	$0.75	$0.00	$0.00	$71.06	$95.79
Groundman 0 to 12 months	$32.98		$7.50	$0.99	$0.33	$0.00	$7.58	$0.75	$0.00	$0.00	$50.13	$66.62
Groundman 1 Year or More	$38.47		$7.50	$1.15	$0.38	$0.00	$8.85	$0.75	$0.00	$0.00	$57.10	$76.33
Apprentice Linemen	**Percent**											
1st 1000 Hrs	60.00	$32.98	$7.50	$0.99	$0.33	$0.00	$7.58	$0.75	$0.00	$0.00	$50.13	$66.61
2nd 1000 Hrs	65.00	$35.72	$7.50	$1.07	$0.36	$0.00	$8.22	$0.75	$0.00	$0.00	$53.62	$71.49
3rd 1000 Hrs	70.00	$38.47	$7.50	$1.15	$0.38	$0.00	$8.85	$0.75	$0.00	$0.00	$57.10	$76.34
4th 1000 Hrs	75.00	$41.22	$7.50	$1.24	$0.41	$0.00	$9.48	$0.75	$0.00	$0.00	$60.60	$81.21
5th 1000 Hrs	80.00	$43.97	$7.50	$1.32	$0.44	$0.00	$10.11	$0.75	$0.00	$0.00	$64.09	$86.07
6th 1000 Hrs	85.00	$46.72	$7.50	$1.40	$0.47	$0.00	$10.74	$0.75	$0.00	$0.00	$67.58	$90.93
7th 1000 Hrs	90.00	$49.46	$7.50	$1.48	$0.49	$0.00	$11.38	$0.75	$0.00	$0.00	$71.06	$95.80

Special Calculation Note : Other is Health Reimbursement Account

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :
A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland

Change # : LCN02-2024ibLoc71DOTClev

Craft : Lineman **Effective Date :** 01/06/2025 **Last Posted :** 12/31/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$43.89		$7.50	$1.32	$0.44	$0.00	$9.66	$0.50	$0.00	$0.00	$63.31	$85.25
Traffic Signal & Lighting Journeyman	$43.89		$7.50	$1.32	$0.44	$0.00	$9.66	$0.50	$0.00	$0.00	$63.31	$85.25
Equipment Operator	$39.97		$7.50	$1.20	$0.40	$0.00	$8.79	$0.50	$0.00	$0.00	$58.36	$78.34
Groundman 0 to 1 Year	$26.26		$7.50	$0.79	$0.26	$0.00	$5.78	$0.50	$0.00	$0.00	$41.09	$54.22
Groundman 1 Year or more	$31.10		$7.50	$0.93	$0.31	$0.00	$6.84	$0.50	$0.00	$0.00	$47.18	$62.73
Traffic Apprentice	**Percent**											
1st 1,000 Hours	60.00	$26.33	$7.50	$0.79	$0.26	$0.00	$5.79	$0.50	$0.00	$0.00	$41.17	$54.34
2nd 1,000 Hours	65.00	$28.53	$7.50	$0.86	$0.29	$0.00	$6.28	$0.50	$0.00	$0.00	$43.96	$58.22
3rd 1,000 Hours	70.00	$30.72	$7.50	$0.92	$0.31	$0.00	$6.76	$0.50	$0.00	$0.00	$46.71	$62.07
4th 1,000 Hours	75.00	$32.92	$7.50	$0.99	$0.33	$0.00	$7.24	$0.50	$0.00	$0.00	$49.48	$65.94
5th 1,000 Hours	80.00	$35.11	$7.50	$1.05	$0.35	$0.00	$7.72	$0.50	$0.00	$0.00	$52.23	$69.79
6th 1,000 Hours	90.00	$39.50	$7.50	$1.19	$0.40	$0.00	$8.69	$0.50	$0.00	$0.00	$57.78	$77.53

Special Calculation Note : Other: Health Reimburstment Account

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :
A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Change # : LCN02-2024ibLoc71HTPC

Craft : Lineman **Effective Date :** 01/06/2025 **Last Posted :** 12/31/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$52.94		$7.50	$1.59	$0.53	$0.00	$12.71	$0.75	$0.00	$0.00	$76.02	$102.49
Certified Lineman Welder	$52.94		$7.50	$1.59	$0.53	$0.00	$12.71	$0.75	$0.00	$0.00	$76.02	$102.49
Certified Cable Splicer	$52.94		$7.50	$1.59	$0.53	$0.00	$12.71	$0.75	$0.00	$0.00	$76.02	$102.49
Operator A	$47.43		$7.50	$1.42	$0.47	$0.00	$11.38	$0.75	$0.00	$0.00	$68.95	$92.66
Operator B	$41.99		$7.50	$1.26	$0.42	$0.00	$10.08	$0.75	$0.00	$0.00	$62.00	$83.00
Operator C	$33.74		$7.50	$1.01	$0.34	$0.00	$8.10	$0.75	$0.00	$0.00	$51.44	$68.31
Groundman 0-12 months Exp	$26.47		$7.50	$0.79	$0.26	$0.00	$6.35	$0.75	$0.00	$0.00	$42.12	$55.35
Groundman 0-12 months Exp w/CDL	$29.12		$7.50	$0.87	$0.29	$0.00	$6.99	$0.75	$0.00	$0.00	$45.52	$60.08
Groundman 1 yr or more	$29.12		$7.50	$0.87	$0.29	$0.00	$6.99	$0.75	$0.00	$0.00	$45.52	$60.08
Groundman 1 yr or more w/CDL	$34.41		$7.50	$1.03	$0.34	$0.00	$8.26	$0.75	$0.00	$0.00	$52.29	$69.50
Equipment Mechanic A	$41.99		$7.50	$1.26	$0.42	$0.00	$10.08	$0.75	$0.00	$0.00	$62.00	$83.00
Equipment Mechanic B	$37.86		$7.50	$1.14	$0.38	$0.00	$9.09	$0.75	$0.00	$0.00	$56.72	$75.65
Equipment Mechanic C	$33.74		$7.50	$1.01	$0.34	$0.00	$8.10	$0.75	$0.00	$0.00	$51.44	$68.31
X-Ray Technician	$52.94		$7.50	$1.59	$0.53	$0.00	$12.71	$0.75	$0.00	$0.00	$76.02	$102.49
Apprentice	**Percent**											
1st 1000 hrs	60.00	$31.76	$7.50	$0.95	$0.32	$0.00	$7.62	$0.75	$0.00	$0.00	$48.90	$64.79
2nd 1000 hrs	65.00	$34.41	$7.50	$1.03	$0.34	$0.00	$8.26	$0.75	$0.00	$0.00	$52.29	$69.50
3rd 1000 hrs	70.00	$37.06	$7.50	$1.11	$0.37	$0.00	$8.89	$0.75	$0.00	$0.00	$55.68	$74.21
4th 1000 hrs	75.00	$39.71	$7.50	$1.19	$0.40	$0.00	$9.53	$0.75	$0.00	$0.00	$59.07	$78.93
5th 1000 hrs	80.00	$42.35	$7.50	$1.27	$0.42	$0.00	$10.16	$0.75	$0.00	$0.00	$62.45	$83.63
6th 1000 hrs	85.00	$45.00	$7.50	$1.35	$0.45	$0.00	$10.80	$0.75	$0.00	$0.00	$65.85	$88.35
7th 1000 hrs	90.00	$47.65	$7.50	$1.43	$0.48	$0.00	$11.44	$0.75	$0.00	$0.00	$69.25	$93.07

Special Calculation Note : Other is Health Retirement Account

Operator "A"
John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"
Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"
Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. $0.30 is for Health Retirement Account.

Ratio :
1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :
Heli - Arc Welding will be paid $.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2024ibLoc71

Craft : Lineman **Effective Date :** 01/06/2025 **Last Posted :** 12/31/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$50.15		$7.50	$1.50	$0.50	$0.00	$12.04	$0.75	$0.00	$0.00	$72.44	$97.51
Substation Technician	$50.15		$7.50	$1.50	$0.50	$0.00	$12.04	$0.75	$0.00	$0.00	$72.44	$97.51
Cable Splicer	$52.52		$7.50	$1.58	$0.52	$0.00	$12.60	$0.75	$0.00	$0.00	$75.47	$101.73
Operator A	$44.95		$7.50	$1.35	$0.45	$0.00	$10.79	$0.75	$0.00	$0.00	$65.79	$88.27
Operator B	$39.73		$7.50	$1.19	$0.40	$0.00	$9.53	$0.75	$0.00	$0.00	$59.10	$78.96
Operator C	$31.89		$7.50	$0.96	$0.32	$0.00	$7.65	$0.75	$0.00	$0.00	$49.07	$65.01
Groundman 0-12 months Exp	$25.07		$7.50	$0.75	$0.25	$0.00	$6.02	$0.75	$0.00	$0.00	$40.34	$52.88
Groundman 0-12 months Exp w/CDL	$27.58		$7.50	$0.83	$0.28	$0.00	$6.62	$0.75	$0.00	$0.00	$43.56	$57.35
Groundman 1 yr or more	$27.58		$7.50	$0.83	$0.28	$0.00	$6.62	$0.75	$0.00	$0.00	$43.56	$57.35
Groundman 1 yr or more w/CDL	$32.60		$7.50	$0.98	$0.33	$0.00	$7.82	$0.75	$0.00	$0.00	$49.98	$66.28
Equipment Mechanic A	$39.73		$7.50	$1.19	$0.40	$0.00	$9.54	$0.75	$0.00	$0.00	$59.11	$78.97
Equipment Mechanic B	$35.82		$7.50	$1.07	$0.36	$0.00	$8.60	$0.75	$0.00	$0.00	$54.10	$72.01
Equipment Mechanic C	$31.89		$7.50	$0.96	$0.32	$0.00	$7.65	$0.75	$0.00	$0.00	$49.07	$65.01
Line Truck w/uuger	$35.16		$7.50	$1.05	$0.35	$0.00	$8.44	$0.75	$0.00	$0.00	$53.25	$70.83
Apprentice	**Percent**											
1st 1000 hrs	60.00	$30.09	$7.50	$0.90	$0.30	$0.00	$7.22	$0.75	$0.00	$0.00	$46.76	$61.80
2nd 1000 hrs	65.00	$32.60	$7.50	$0.98	$0.33	$0.00	$7.82	$0.75	$0.00	$0.00	$49.98	$66.28
3rd 1000 hrs	70.00	$35.10	$7.50	$1.05	$0.35	$0.00	$8.43	$0.75	$0.00	$0.00	$53.18	$70.74
4th 1000 hrs	75.00	$37.61	$7.50	$1.13	$0.38	$0.00	$9.03	$0.75	$0.00	$0.00	$56.40	$75.21
5th 1000 hrs	80.00	$40.12	$7.50	$1.20	$0.40	$0.00	$9.63	$0.75	$0.00	$0.00	$59.60	$79.66
6th 1000 hrs	85.00	$42.63	$7.50	$1.28	$0.43	$0.00	$10.23	$0.75	$0.00	$0.00	$62.82	$84.13
7th 1000 hrs	90.00	$45.14	$7.50	$1.35	$0.45	$0.00	$10.83	$0.75	$0.00	$0.00	$66.01	$88.58

Special Calculation Note : Other is Health Reimburstment Account
Operator "A"
John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"
Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"
Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Ratio :
(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :
Heli - Arc Welding will be paid $.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Change # : LCN02-2024ibLoc7URD

Craft : Lineman **Effective Date :** 01/06/2025 **Last Posted :** 12/31/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
URD Electrican	$38.05		$7.50	$1.14	$0.38	$0.00	$9.13	$0.75	$0.00	$0.00	$56.95	$75.97
Equipment Operator A	$34.04		$7.50	$1.02	$0.34	$0.00	$8.17	$0.75	$0.00	$0.00	$51.82	$68.84
Equipment Operator B	$31.26		$7.50	$0.94	$0.31	$0.00	$7.50	$0.75	$0.00	$0.00	$48.26	$63.89
Directional Drill Locator	$34.04		$7.50	$1.02	$0.34	$0.00	$8.17	$0.75	$0.00	$0.00	$51.82	$68.84
Directional Drill Operator	$31.26		$7.50	$0.94	$0.31	$0.00	$7.50	$0.75	$0.00	$0.00	$48.26	$63.89
Groundman 0-12 months Exp	$24.70		$7.50	$0.74	$0.25	$0.00	$5.93	$0.75	$0.00	$0.00	$39.87	$52.22
Groundman 0-12 months Exp w/CDL	$27.24		$7.50	$0.82	$0.27	$0.00	$6.54	$0.75	$0.00	$0.00	$43.12	$56.74
Groundman 1 yr or more	$27.24		$7.50	$0.82	$0.27	$0.00	$6.54	$0.75	$0.00	$0.00	$43.12	$56.74
Groundman 1 yr or more w/CDL	$32.26		$7.50	$0.97	$0.32	$0.00	$7.74	$0.75	$0.00	$0.00	$49.54	$65.67
Apprentice	**Percent**											
1st 1000 hrs	80.00	$30.44	$7.50	$0.91	$0.30	$0.00	$7.31	$0.75	$0.00	$0.00	$47.21	$62.43
2nd 1000 hrs	85.00	$32.34	$7.50	$0.97	$0.32	$0.00	$7.76	$0.75	$0.00	$0.00	$49.64	$65.81
3rd 1000 hrs	90.00	$34.25	$7.50	$1.03	$0.34	$0.00	$8.22	$0.75	$0.00	$0.00	$52.09	$69.21
4th 1000 hrs	95.00	$36.15	$7.50	$1.08	$0.36	$0.00	$8.68	$0.75	$0.00	$0.00	$54.52	$72.59

Special Calculation Note : Other: Health Reimburstment Account

Ratio :
(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :
This work applies to projects designated for any outside Underground Residential Distribution construction work for electrical utilities, municipalities and rural electrification projects.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Change # : LCN02-2024ibLoc71VDV

Craft : Voice Data Video **Effective Date :** 03/06/2024 **Last Posted :** 03/06/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician I	$35.39		$7.25	$1.06	$0.00	$0.00	$1.77	$0.00	$0.00	$0.00	$45.47	$63.17
Installer Technician II	$33.37		$7.25	$1.00	$0.00	$0.00	$1.67	$0.00	$0.00	$0.00	$43.29	$59.97
Installer Repairman	$33.37		$7.25	$1.00	$0.00	$0.00	$1.67	$0.00	$0.00	$0.00	$43.29	$59.97
Equipment Operator II	$24.98		$7.25	$0.75	$0.00	$0.00	$1.25	$0.00	$0.00	$0.00	$34.23	$46.72
Cable Splicer	$35.39		$7.25	$1.06	$0.00	$0.00	$1.77	$0.00	$0.00	$0.00	$45.47	$63.17
Ground Driver W/CDL	$16.69		$7.25	$0.50	$0.00	$0.00	$0.83	$0.00	$0.00	$0.00	$25.27	$33.62
Groundman	$14.57		$7.25	$0.44	$0.00	$0.00	$0.73	$0.00	$0.00	$0.00	$22.99	$30.28
Trainees	**Percent**											
Trainee F	50.01	$17.70	$7.25	$0.53	$0.00	$0.89	$0.00	$0.00	$0.00	$0.00	$26.37	$35.22
Trainee E	58.00	$20.53	$7.25	$0.62	$0.00	$1.03	$0.00	$0.00	$0.00	$0.00	$29.43	$39.69
Trainee D	66.00	$23.36	$7.25	$0.70	$0.00	$1.17	$0.00	$0.00	$0.00	$0.00	$32.48	$44.16
Trainee C	74.00	$26.19	$7.25	$0.79	$0.00	$1.31	$0.00	$0.00	$0.00	$0.00	$35.54	$48.63
Trainee B	82.00	$29.02	$7.25	$0.87	$0.00	$1.45	$0.00	$0.00	$0.00	$0.00	$38.59	$53.10
Trainee A	90.00	$31.85	$7.25	$0.96	$0.00	$1.59	$0.00	$0.00	$0.00	$0.00	$41.65	$57.58

Special Calculation Note :

Ratio :
1Trainee to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :
Cable Splicer: Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber.

Installer Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience.

Installer Repairman: Perform tasks of repairing, installing, and testing phone and CATV services.

Installer Technician II: Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks.

Equipment Operator II: Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license.

Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience.

Groundman: Perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Elevator Local 17

Change # : LCN01-2025ibLoc17

Craft : Elevator **Effective Date :** 01/29/2025 **Last Posted :** 01/29/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	$63.79		$16.27	$10.96	$0.80	$5.10	$10.40	$2.40	$0.00	$0.00	$109.72	$141.62
Helper	$44.65		$16.27	$10.96	$0.80	$3.57	$10.40	$1.68	$0.00	$0.00	$88.33	$110.65
Apprentice	**Percent**											
0-6months Probation	50.01	$31.90	$0.00	$0.00	$0.00	$1.91	$0.00	$0.00	$0.00	$0.00	$33.81	$49.76
1st year	55.00	$35.08	$16.27	$10.96	$0.80	$2.10	$10.40	$1.32	$0.00	$0.00	$76.93	$94.48
2nd year	65.00	$41.46	$16.27	$10.96	$0.80	$2.49	$10.40	$1.56	$0.00	$0.00	$83.94	$104.68
3rd year	70.00	$44.65	$16.27	$10.96	$0.80	$2.68	$10.40	$1.68	$0.00	$0.00	$87.44	$109.77
4th year	80.00	$51.03	$16.27	$10.96	$0.80	$3.06	$10.40	$1.92	$0.00	$0.00	$94.44	$119.96
Assistant Mechanic	80.00	$51.03	$16.27	$10.96	$0.80	$4.08	$10.40	$1.92	$0.00	$0.00	$95.46	$120.98

Special Calculation Note : Vacation 6% for employees under 5 years based on regular hourly rate for all hours worked. 8% for employees over 5 years based on regular hourly rate for all hours worked. Other is Holiday Pay

Ratio :
1 Journeyman to 1 Apprentice
1 Journeyman to 1 Helper
1 Journeyman to 1 Assistant Mechanic

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Glazier Local 181

Change # : LCN01-2025ibLoc181

Craft : Glazier **Effective Date :** 05/21/2025 **Last Posted :** 05/21/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	$35.92		$9.52	$11.58	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$57.47	$75.43
Apprentice	**Percent**											
1st Year	60.00	$21.55	$9.52	$1.02	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$32.54	$43.32
2nd Year	70.00	$25.14	$9.52	$3.52	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$38.63	$51.21
3rd Year	80.00	$28.74	$9.52	$7.69	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$46.40	$60.76
4th Year	90.00	$32.33	$9.52	$8.53	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$50.83	$66.99

Special Calculation Note : No special calculations for this classification.

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, ERIE*, GEAUGA, HURON, LAKE, LORAIN, MEDINA*, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Start at the intersection of Route 305 and the eastern boundary line of Portage County. Follow Route 305 west onto Route 82, follow Route 82 west to the intersection of Routes 82,8 and 271, follow Route 271 south to Medina County line west to Route 94, follow Route 94 south to Route 303, follow Route 303 west to Route 252, follow Route 252 south to Route 18, follow Route 18 west to Route 301, follow 301 south to Route 162, follow Route 162 west to Route 58, follow Route 58 south to the Ashland County line, follow the Ashland County line. The eastern part of Route 4 north to Lake Erie is the jurisdiction of Local 181. Local 181 has the jurisdiction on all projects built on the property which borders on the above Routes and/or intersections, wherever a County line is the divider between Local 181 and another Union, the jurisdiction is only to the county line.

Details :
High Pay: All work is defined for the purpose of the agreement as being work which requires that the employee be supported by equipment that hangs from or suspends from the wall or roof of a building or structure. This work shall receive and additional $1.50 per hour.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Ironworker Local 17

Change # : LCN01-2020fbLoc17

Craft : Ironworker **Effective Date :** 12/24/2020 **Last Posted :** 12/24/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	$33.83		$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$59.04	$75.95
Apprentice	**Percent**											
1st 6 Months	50.00	$16.91	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$42.13	$50.58
2nd 6 Months	55.00	$18.61	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$43.82	$53.12
2nd Year 1st 6 Months	70.00	$23.68	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$48.89	$60.73
2nd Year 2nd 6 Months	75.00	$25.37	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$50.58	$63.27
3rd Year 1st 6 Months	80.00	$27.06	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$52.27	$65.81
3rd Year 2nd 6 Months	85.00	$28.76	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$53.97	$68.34
4th Year 1st 6 Months	90.00	$30.45	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$55.66	$70.88
4th Year 2nd 6 Months	95.00	$32.14	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$57.35	$73.42

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

4 Journeymen to 1 Apprentice on Structural Work
3 Journeymen to 1 Apprentice on Rod Work
2 Journeymen to 1 Apprentice on Finishing, Steel Sash, Stairway and Ornamental Work
1 Apprentice for every Sheeting Gang
1 Journeymen to 2 Apprentice Roadway Signage and Sound Barriers
2 Journeymen to 2 Apprentice Unloading and Erection of Light Gauge Mental Trusses

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note : West Boundary Line :Sandusky, Ohio: Boundary lines between Local 17 & Local 55 are as follows: Columbus Ave north to Sandusky Bay (and/or Lake Erie): Columbus Ave South to present Route 4: Route 4 South to present Route 99: from Route 99 south to old Route 224-all territory to the west of the boundary line to be the jurisdiction of Local 55.All territory to the East of the boundary line to be the jurisdiction of Local 17.Kelly's Island to be within jurisdiction of Local 17.All bridges,tunnels,viaducts,etc, relative to these boundary lines shall be the jurisdiction of Local 17
South Boundary Line:Canton, Ohio: Boundary lines between Local 17 & Local 550 are as follows: All territory north of old Route 224 line to be the jurisdiction of Local 17. All bridges,tunnels,viaducts,signs,etc, relative to old Route 224 line to be within the jurisdiction of Local 17. All territory south of old Route 224 line is to be within the jurisdiction of Local 550, except for everything within the city limits of Barberton which shall be the jurisdiction of Local 17.
Reading from West to East: Route old 224 line: Greenwich Ave-Wooster Road or East Ave. Route old 224 line: New 224 line including Cloverleaf: East Waterloo Road: New 224 line-Attwood Road-Old 224. This will be considered to be the old Route 224 line,except for the city limits of Barberton, Ohio which shall be the jurisdiction of Local 17
Southeast Boundary : Between local 17 and Local 207 are as follows: West of a line from Middlefield to Shalersville to Deerfield, shall be under the jurisdiction of local 17. East of a line from Middlefield, to Shalersville to Deerfield, shall be under the jurisdiction of Local 207.
Local 17 & Local 207 have agreed that the Ohio County of Ashtabula shall be as follows: Everything North of Route 6, starting at the Geauga County line, proceeding east to State Route 45, shall be under the jurisdiction of Local 17. Everything South, starting at the Geauga County line shall be under local 207.
North Boundary: The East boundary line and the West boundary line continuing North halfway across Lake Erie.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 1B

Change # : LCN02-2025ib

Craft : Laborer Group 1 Effective Date : 06/11/2025 Last Posted : 06/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$38.93		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.03	$74.49
Group 2	$39.10		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.20	$74.75
Group 3	$39.43		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.53	$75.24
Group 4	$39.88		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.98	$75.92
Watch Person	$32.00		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$48.10	$64.10
Apprentice	**Percent**											
0-1000 hrs	80.00	$31.14	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$47.24	$62.82
1001-2000 hrs	85.00	$33.09	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$49.19	$65.74
2001-3000 hrs	90.00	$35.04	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$51.14	$68.66
3001-4000 hrs	95.00	$36.98	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$53.08	$71.58
More than 4000 hrs	100.00	$38.93	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.03	$74.49

Special Calculation Note : Watchman have no Apprentices. Tunnel Laborer rate with air-pressurized add $1.00 to the above wage rate

Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar ($1.00) per hour above the base rate for the entirety of their working shift.

Ratio :
1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, GEAUGA

Special Jurisdictional Note : Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site

Details :
Group 1
Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

*Bridge Man will perfomr work as per the October 31, 1949, memorandum on concrete forms, byand between the United Brotherhood of Caprpenters and Joiners of Americ and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by memebers of the Laborers' International Union of North America."

Group 2
Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air),Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C)

***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3
Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4
Miner,Welder, Gunite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 5

Change # : LCN02-2025ib

Craft : Laborer Group 1 **Effective Date :** 06/11/2025 **Last Posted :** 06/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$40.31		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$56.41	$76.56
Watch Person	$32.00		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$48.10	$64.10
Apprentice	**Percent**											
0-1000 hrs	80.00	$32.25	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$48.35	$64.47
1001-2000 hrs	85.00	$34.26	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$50.36	$67.50
2001-3000 hrs	90.00	$36.28	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$52.38	$70.52
3001-4000 hrs	95.00	$38.29	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$54.39	$73.54
More than 4000 hrs	100.00	$40.31	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$56.41	$76.56

Special Calculation Note : Watchman have no Apprentices.

Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar ($1.00) per hour above the base rate for the entirety of their working shift.

Ratio :
1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, GEAUGA

Special Jurisdictional Note : Sewage Plant, Waste Plant, Water Treatment Facilities Construction, Pumping Stations, Ethanol Plant Construction,and Municipal, County & State Facility Pool Construction, (except packaged plants).
All work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants and solid waste disposal plants, ethanol plants & swimming pools at municipal, county & state facilities.

Details :
Laborer Heavy Highway 5 for Cuyahoga and Geauga Counties provides wage rates for ONLY the following work: All work in laying and installation of process piping both outside and within sewage filtration, water treatment plants, and ethanol plants, including mechanical and pressure pipe within.
All work in construction of swimming pools, including but not limited to, the installation and demolition of water filtration systems, at municipal, county & state facilities.Construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants and solid waste disposal.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor Local 310

Change # : LCN01-2025ibLabor310

Craft : Laborer **Effective Date :** 05/07/2025 **Last Posted :** 05/07/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$33.18		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$56.52	$73.11
Group 2	$33.66		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$57.00	$73.83
Group 3	$33.43		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$56.77	$73.48
Group 4	$30.08		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$53.42	$68.46
Group 5	$27.58		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$50.92	$64.71
Group 6	$29.73		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$53.07	$67.93
Group 7	$33.68		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$57.02	$73.86
Group 8	$33.83		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$57.17	$74.08
Group 9	$28.03		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$51.37	$65.39
Group 10	$24.03		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$47.37	$59.39
Group 11	$33.33		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$56.67	$73.33
Group 12	$33.57		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$56.91	$73.70
Group 13	$34.68		$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$58.02	$75.36
Apprentice	**Percent**											
1-1000 hours	60.00	$19.91	$8.86	$0.00	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$32.30	$42.25
1001-2000 hours	70.00	$23.23	$8.86	$5.48	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$41.10	$52.71
2001-3000 hours	80.00	$26.54	$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$49.88	$63.16
3001-4000 hours	90.00	$29.86	$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$53.20	$68.13
4001 plus	100.00	$33.18	$8.86	$10.95	$0.10	$0.00	$3.08	$0.15	$0.00	$0.20	$56.52	$73.11

Special Calculation Note : Other is Supplemental Unemployment Benefit (SUB).

Ratio :
3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :
Group 1 - Building and construction Laborers and Tenders; Asbestos Removal - hazardous materials; unloading of furniture and fixtures.

Group 2 - Gunite Operating (Machines of all type).

Group 3 - Laborers on swinging scaffolds; air track and wagon drill.

Group 4 - Drywall stocking and handling.

Group 5 - General Landscaping.

Group 6 - Final Clean-up (must perform clean-up duties for entire work shift, and excludes demolition work).

Group 7 - Blasters, Shooters, Caissons, Well Cylinder, Cofferdams, Mine Workers without air, acid brick tenders.

Group 8 - Top man on free standing radial stack; bellman and bottom man in blast furnace and stove.

Group 9 - Sewer jet.

Group 10 - Heat tender.

Group 11 - Firebrick.

Group 12 - Mason tender handling carbon block and bottom block for blast furnace stoves, stacks etc.

Group 13 - Lansing Burners.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone I (A)

Change # : LCN01-2025ib

Craft : Operating Engineer **Effective Date :** 06/11/2025 **Last Posted :** 06/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	$49.41		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$66.31	$91.01
Operator Group B	$49.26		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$66.16	$90.79
Operator Group C	$47.81		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$64.71	$88.62
Operator Group D	$47.03		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.93	$87.45
Operator Group E	$46.71		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.61	$86.96
Operator Group F	$39.63		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$56.53	$76.35
Master Mechanic	$50.41		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$67.31	$92.51
Lift Director	$50.41		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$67.31	$92.51
Crane 200'-299'	$50.41		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$67.31	$92.51
Crane 300' and over	$50.91		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$67.81	$93.26
Mobile Concrete Pumps 200'-299'r	$51.41		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$68.31	$94.01
Mobile Concrete Pumps 300' and over	$50.91		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$67.81	$93.26
Apprentice	**Percent**											
1st Year	59.82	$29.56	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$46.46	$61.24
2nd Year	69.78	$34.48	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$51.38	$68.62
3rd Year	79.76	$39.41	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$56.31	$76.01
4th Year	89.72	$44.33	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$61.23	$83.40

Special Calculation Note : Other & Misc is Education & Safety and National Training Fund.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company ,there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII, paragraph77, will not be subject to the apprenticeship ratios in this collective bargaining agreement.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Note: There will be a 5% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Operating Engineers employed on any piece of equipment requiring a Certified Crane Operator (CCO) certification or employed on cranes involved in pile driving operations shall be paid a premium of one dollar ($1.00) per hour in addition to the crane rate or any escalated rate that may be in effect.

Group A - A-Frames; " Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operatotion)"; Boom Trucks (all types); Cableways; Cherry Pickers; Combination - Concrete Mixers & Towers; Concrete Pumps; Cranes (all types); Cranes- compact: Track or rubber over 4000lbs. capacity; Cranes-self erecting: stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, hoisting building materials; Hoes (All types); Hoists (two or more drums); Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Maintenance Operators and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Robotics Equipment Operator/Mechanic; Rotary Drills (all), used on caissons work, wells (all types), Geothermal work and sub-structure work; Rough Terrain Forklifts with Winch/Hoist (when used as a crane); Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24” wide); Tug Boats; Tunnel Boring Machine (TBM).

Group B - Asphalt Pavers; Bulldozers; CMI type Equipment; End Loaders; Horizontal Directional Drill Locator; Horizontal Directional Drill Operator; Instrument Man; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills; Vermeer Type Concrete Saw.

Group C - Air Compressors, Pressurizing Shafts or Tunnels; Articulating/Straight bed end dumps if assigned by the employer (minus $4.00 per hour from Group C); All Asphalt Rollers; Fork Lifts; Hoists (with one drum); House Elevators (except those automatic call button controlled); Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate; Laser Screeds and like equipment; Man Lifts; Modular Moving and Placement machine (C Rate) (F Rate if second person is needed); Mud Jacks; Portable Hydraulic Gantry (lift system C rate) (F Rate if a second person is needed); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pressure Grouting; Trenchers (24" and under); Utility Operators.

Group D – Brokks with a manufacture’s weight of 3,500 lbs. and above; Compressors, on building construction; Conveyors, used for handling building materials; Generators; Gunite Machines; Mixers, more than one bag capacity; Mixers, one bag capacity (side loader); Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Road Widening Trenchers; Rollers; Welder Operators.

Group E - Backfillers and Tampers; Batch Plants; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Cleaning Machine Operator (decontamination included); Clefplanes; Concrete Spreading Machines; Crushers; Deckhands; Drum Fireman (asphalt); Farm-type, Tractor, pulling attachments; Finishing Machines; Forklifts (masonry work only); Form Trenchers; High Pressure Pumps (over 1/2" discharge); Hydro Seeders; Pumps (4" and over discharge), provided it is not part of a de-watering system discharged into a common header; Self-Propelled Power Spreaders; Self-Propelled Sub Graders; Submersible Pump (4" and over discharge), provided it is not part of a dewatering system discharged into a common header; Tire Repairman; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors with integral power.

Group F - Apprentice/Helpers, Oiler, Signalmen; Barrier Moving Machines (additional duty, paid same rate); Bobcat-type and/or Skid Steer Loader; Bobcat-type and/or Skid Steer Loader with any and all attachments; Brokks with a manufacture’s weight less than 3,500 lbs.; Cranes – compact, track or rubber under 4000 lbs. capacity; Geodimeter; Grade Checker; Grinders (all); Inboard/Outboard Motor Boat Launches; Light Plant Operators; Planers (all types); Power Boilers (less than 15 lbs. pressure); Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Rod Man; Rotomills; Saw (concrete Vermeer-type); Submersible Pumps (under 4 inch discharge); Vac Alls; Cutting, burning and fabricating on equipment and their attachments.

Master Mechanic - Master Mechanic

Crane 200’-299’ - Boom & Jib 200’ feet and over

Crane 300’ and Over - Boom & Jib 300' and over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone I

Change # : LCN01-2025ibLoc18hevhwyl

Craft : Operating Engineer **Effective Date :** 05/01/2025 **Last Posted :** 04/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	$47.33		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$64.23	$87.90
Operator Class B	$47.23		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$64.13	$87.75
Operator Class C	$46.19		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.09	$86.18
Operator Class D	$44.97		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$61.87	$84.35
Operator Class E	$39.68		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$56.58	$76.42
Master Mechanic	$48.33		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$65.23	$89.40
Lift Director	$48.33		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$65.23	$89.40
Crane and Mobile Concrete Pump 150' - 179'	$47.83		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$64.73	$88.65
Crane and Mobile Concrete Pump 180' - 249'	$48.33		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$65.23	$89.40
Crane and Mobile Concrete Pump 250' and Over	$48.58		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$65.48	$89.77
Apprentice	**Percent**											
1st Year	50.00	$23.66	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$40.57	$52.40
2nd Year	60.00	$28.40	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$45.30	$59.50
3rd Year	70.00	$33.13	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$50.03	$66.60
4th Year	80.00	$37.86	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$54.76	$73.70
Field Mech Trainee												
1st year	60.00	$28.40	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$45.30	$59.50
2nd year	70.00	$33.13	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$50.03	$66.60
3rd year	80.00	$37.86	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$54.76	$73.70
4th year	90.00	$42.60	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$59.50	$80.80

Special Calculation Note : Other: Education & Safety Fund
Misc: National Training

Ratio :
For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 68 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :
**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.

Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24” wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus $4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be “Class E”); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power.

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add $3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.

Master Mechanic - Master Mechanic

Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet

Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet

Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 505

Change # : LCN01-2024ibLoc505

Craft : Drywall Finisher **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	$32.00		$9.12	$6.08	$0.45	$0.00	$4.66	$0.00	$0.00	$0.00	$52.31	$68.31
Apprentice	**Percent**											
1st 6 months	55.00	$17.60	$9.12	$1.84	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$29.01	$37.81
2nd 6 months	55.00	$17.60	$9.12	$1.94	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$29.11	$37.91
3rd 6 months	55.00	$17.60	$9.12	$2.39	$0.45	$0.00	$2.56	$0.00	$0.00	$0.00	$32.12	$40.92
4th 6 months	65.00	$20.80	$9.12	$2.49	$0.45	$0.00	$3.03	$0.00	$0.00	$0.00	$35.89	$46.29
5th 6 months	75.00	$24.00	$9.12	$2.94	$0.45	$0.00	$3.50	$0.00	$0.00	$0.00	$40.01	$52.01
6th 6 months	85.00	$27.20	$9.12	$3.04	$0.45	$0.00	$3.96	$0.00	$0.00	$0.00	$43.77	$57.37

Special Calculation Note : No special calculation for this classification.

Ratio :
2 Journeyman to 1 Apprentice
3 Journeyman to 1 Apprentice after 9 total tapers

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

Craft : Painter **Effective Date :** 06/10/2015 **Last Posted :** 06/10/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Metal Finisher/Helpers											
Top Helper Class A	$19.09	$3.65	$0.00	$0.00	$0.66	$0.00	$0.00	$0.00	$0.00	$23.40	$32.94
Top Helper Class B	$19.09	$3.65	$0.65	$0.00	$1.03	$0.00	$0.37	$0.00	$0.00	$24.79	$34.33
Top Helper Class C	$19.09	$3.65	$1.00	$0.00	$1.76	$0.00	$0.37	$0.00	$0.00	$25.87	$35.41
Helper Class A	$14.69	$3.65	$0.00	$0.00	$0.51	$0.00	$0.00	$0.00	$0.00	$18.85	$26.19
Helper Class B	$14.69	$3.65	$0.65	$0.00	$0.79	$0.00	$0.28	$0.00	$0.00	$20.06	$27.40
Helper Class C	$14.69	$3.65	$1.00	$0.00	$1.64	$0.00	$0.28	$0.00	$0.00	$21.26	$28.60
New Hire 90 Days	$11.00	$3.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.65	$20.15

Special Calculation Note : Other is Sick and Personal Time

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :
Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.
Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces
.
Class A Workers: Less than 1 Year of Service.
Class B Workers: More than 1 and less than 8 Years of Service.
Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirrow finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD $1.50 per hour.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 Zone 1 Sign

Change # : LCN01-2023ibLoc639Zone1Sign

Craft : Painter **Effective Date :** 07/05/2023 **Last Posted :** 07/05/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Sign Erector Service/Patteren/Metal Fab/Neon Class A	$25.38		$8.41	$5.57	$0.25	$0.76	$0.00	$1.06	$0.00	$0.00	$41.43	$54.12
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class B	$25.38		$8.41	$5.57	$0.25	$1.51	$0.00	$1.06	$0.00	$0.00	$42.18	$54.87
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class C	$25.38		$8.41	$5.57	$0.25	$2.27	$0.00	$1.06	$0.00	$0.00	$42.94	$55.63
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class D	$25.38		$8.41	$5.57	$0.25	$3.03	$0.00	$1.06	$0.00	$0.00	$43.70	$56.39
Computer Operator, Router, Spray Painter/Wood Class A	$23.78		$8.41	$5.57	$0.25	$0.73	$0.00	$1.02	$0.00	$0.00	$39.76	$51.65
Computer Operator, Router, Spray Painter/Wood Class B	$23.78		$8.41	$5.57	$0.25	$1.45	$0.00	$1.02	$0.00	$0.00	$40.48	$52.37
Computer Operator, Router, Spray Painter/Wood Class C	$23.78		$8.41	$5.57	$0.25	$2.18	$0.00	$1.02	$0.00	$0.00	$41.21	$53.10
Computer Operator, Router, Spray Painter/Wood Class D	$23.78		$8.41	$5.57	$0.25	$2.90	$0.00	$1.02	$0.00	$0.00	$41.93	$53.82
Final Assembly,Helper Class A	$19.06		$8.41	$5.57	$0.25	$0.64	$0.00	$0.89	$0.00	$0.00	$34.82	$44.35
Final Assembly,Helper Class B	$19.06		$8.41	$5.57	$0.25	$1.27	$0.00	$0.89	$0.00	$0.00	$35.45	$44.98
Final Assembly,Helper Class C	$19.06		$8.41	$5.57	$0.25	$1.90	$0.00	$0.89	$0.00	$0.00	$36.08	$45.61
Final Assembly,Helper Class D	$19.06		$8.41	$0.00	$0.00	$2.54	$0.00	$0.89	$0.00	$0.00	$30.90	$40.43
Apprentice	**Percent**											
1-2000 hrs	50.00	$12.69	$8.41	$5.57	$0.25	$0.00	$0.00	$0.72	$0.00	$0.00	$27.64	$33.99
2001-3000 hrs	55.00	$13.96	$8.41	$5.57	$0.25	$0.54	$0.00	$0.76	$0.00	$0.00	$29.49	$36.47
3001-4000 hrs	60.00	$15.23	$8.41	$5.57	$0.25	$0.57	$0.00	$0.79	$0.00	$0.00	$30.82	$38.43
4001-5000 hrs	65.00	$16.50	$8.41	$5.57	$0.25	$1.18	$0.00	$0.83	$0.00	$0.00	$32.74	$40.99
5001-6000 hrs	70.00	$17.77	$8.41	$5.57	$0.25	$1.23	$0.00	$0.86	$0.00	$0.00	$34.09	$42.97
6001-7000 hrs	85.00	$21.57	$8.41	$5.57	$0.25	$1.38	$0.00	$0.96	$0.00	$0.00	$38.14	$48.93
7001-8000 hrs	90.00	$22.84	$8.41	$5.57	$0.25	$1.43	$0.00	$1.00	$0.00	$0.00	$39.50	$50.92

Special Calculation Note : Other is for paid holidays. Apprentice Pay Rate should be based on proper Classification.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ASHLAND, ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA, PORTAGE, RICHLAND, SUMMIT

Special Jurisdictional Note :

Details :
Class A Worker: More than 1 year but less that 2 years.
Class B Worker: More than 2 years but less than 10 years.
Class C Worker: More than 10 years but less that 20 years.
Class D Worker: More than 20 years

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 707

Change # : LCN02-2024ibLoc707

Craft : Painter **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	$32.35		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$52.15	$68.32
Paperhanger	$32.35		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$52.15	$68.32
Spray Painting	$33.05		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$52.85	$69.37
Sandblasting & Buffing	$32.75		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$52.55	$68.93
REPAINT Brush Roll & Paperhanger	$30.85		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$50.65	$66.07
REPAINT Spray Painting	$31.55		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$51.35	$67.12
REPAINT Sandblasting & Buffing	$31.25		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$51.05	$66.67
Apprentice - Painter	**Percent**											
1st Year	65.00	$21.03	$9.12	$1.64	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$32.24	$42.75
2nd Year	75.00	$24.26	$9.12	$2.25	$0.45	$0.00	$2.91	$0.00	$0.00	$0.00	$38.99	$51.12
3rd Year	85.00	$27.50	$9.12	$2.70	$0.45	$0.00	$3.32	$0.00	$0.00	$0.00	$43.09	$56.84
4th Year	95.00	$30.73	$9.12	$3.75	$0.45	$0.00	$3.74	$0.00	$0.00	$0.00	$47.79	$63.16

Special Calculation Note : Apprentice pay based on percentage of above appropriate classification.

Ratio :
1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :

Application of Catalytic materials under class 3 hazardous per MSDS - .65 per hour above the Job Classification basic hourly rate.
Application of Catalytic materials under class 4 hazardous per MSDS - 1.00 per hour above the Job Classification basic hourly rate.

Repaint: 20% or less of new surfaces.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 707 HvyHwy

Change # : LCN02-2024ibLoc707HevHwy

Craft : Painter **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Bridge Class 1 Bridge Blaster	$38.61		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$58.41	$77.71
Class 2 Bridge Painter, RiggerContainment Builder, Spot Blaster	$35.61		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$55.41	$73.21
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (0-5 Years Exp.)	$28.61		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$48.41	$62.71
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (5 Plus Years Exp.)	$31.61		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$51.41	$67.21
Class 4 Concrete Sealing, Concrete Blasting/Power Washing/Etc	$27.61		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$47.41	$61.21
Class 5 Quality Control.Quality Assurance, Traffic Safety, Competent Person	$31.61		$9.12	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$51.41	$67.21
Apprentice - Painter	**Percent**											
1st Year	60.00	$23.17	$9.12	$1.64	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$34.38	$45.96
2nd Year	75.00	$28.96	$9.12	$2.25	$0.45	$0.00	$2.91	$0.00	$0.00	$0.00	$43.69	$58.17
3rd Year	85.00	$32.82	$9.12	$2.70	$0.45	$0.00	$3.32	$0.00	$0.00	$0.00	$48.41	$64.82

Special Calculation Note : Apprentice pay based on percentage of above appropriate classification.

Ratio :
1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :
Painter Bridge Class 2 is Defined as; Bridge Painter, Rigger, Containment Builder

Application of Catalytic materials under class 3 hazardous per MSDS - .65 per hour above the Job Classification basic hourly rate.
Application of Catalytic materials under class 4 hazardous per MSDS - 1.00 per hour above the Job Classification basic hourly rate.

* Concrete Sealing: on highway work, scaling of concrete surfaces, the treating and sealing of bridge decks, the painting and staining of concrete, including the abutments, barricades, noise barriers, lane dividers, etc.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Pipefitter Local 120

Change # : LCN01-2025ib

Craft : Pipefitter **Effective Date :** 06/11/2025 **Last Posted :** 06/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Pipefitter	$49.17		$13.05	$11.80	$1.27	$0.00	$3.50	$0.20	$0.00	$0.00	$78.99	$103.57
Apprentice	Percent											
1st year	48.46	$23.83	$5.70	$0.00	$1.27	$0.00	$0.00	$0.00	$0.00	$0.00	$30.80	$42.71
2nd year	49.97	$24.57	$12.23	$7.20	$1.27	$0.00	$0.88	$0.20	$0.00	$0.00	$46.35	$58.64
3rd year	57.86	$28.45	$12.23	$7.20	$1.27	$0.00	$0.88	$0.20	$0.00	$0.00	$50.23	$64.45
4th year	68.92	$33.89	$12.23	$7.20	$1.27	$0.00	$0.88	$0.20	$0.00	$0.00	$55.67	$72.61
5th year	76.84	$37.78	$12.23	$7.20	$1.27	$0.00	$0.88	$0.20	$0.00	$0.00	$59.56	$78.45

Special Calculation Note : OTHER: SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :
1 Journeyman to 1 Apprentice
2-4 Journeymen to 2 Apprentices
5-7 Journeymen to 3 Apprentices

3 to 1 on jobs with 12 or more journeymen

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA*, SUMMIT*

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of State Route 18 and Smith Road and including work within the corporate limits of the City of Medina.

Details :
Under pipefittter duties shall include - steam and hot water heating boilers and related controls such as automatic feedwater and low water cut-offs, safety relief valves and gas trains; steam regulators, traps, steam valves, steam heaters, steam and hot water heating coils; feedwater lines to boilers, condensate pumps, condensate tanks and related piping to boilers, expansion tanks and controls on hot water heating systems; refrigeration and air conditioning systems that are separate from one another and are connected through piping; install, calibrate and maintain pneumatic temperture controls and piping for heating and cooling devices; piping, pumps and controls on the fluent water system in water treatment plants; hose cabinets and automatic fire sprinkler systems; underground water supply piping and devices; all fire stopping of piping systems; to operate a pipe cutting machine, to thread pipe by machine or hand dies; to do oxyacetylene and electric welding on iron and steel pipes when required; to perform other tasks when assigned.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Pipefitter Local 120 Mechanical Equipment

Change # : LCN01-2025ib

Craft : Pipefitter **Effective Date :** 06/11/2025 **Last Posted :** 06/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Pipefitter Mechanical Equipment Service A-2	$37.51		$13.05	$11.80	$1.27	$0.00	$3.50	$0.20	$0.00	$0.00	$67.33	$86.08
Pipefitter Mechanical Equipment Service A-1	$33.63		$13.05	$11.80	$1.27	$0.00	$3.50	$0.20	$0.00	$0.00	$63.45	$80.26
MES Trainees	**Percent**											
1st year	56.23	$21.09	$6.11	$0.00	$1.27	$0.00	$0.00	$0.00	$0.00	$0.00	$28.47	$39.02
2nd year	58.68	$22.01	$6.11	$4.90	$1.27	$0.00	$1.75	$0.20	$0.00	$0.00	$36.24	$47.25
3rd year	64.92	$24.35	$6.11	$4.90	$1.27	$0.00	$1.75	$0.20	$0.00	$0.00	$38.58	$50.76
4th year	75.26	$28.23	$6.11	$4.90	$1.27	$0.00	$1.75	$0.20	$0.00	$0.00	$42.46	$56.58
5th year	81.47	$30.56	$6.11	$4.90	$1.27	$0.00	$1.75	$0.20	$0.00	$0.00	$44.79	$60.07

Special Calculation Note : OTHER: SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :
A per employer ratio of one (1) unindentured trainee to the first three (3) to fifteen (15) journeymen and/or apprentices shall be established, with a ratio of one (1) unindentured trainee for every fifteen (15) journeymen and/or apprentices thereafter. Each employer shall be limited to three (3) unindentured trainees. At no time shall the number of unindentured trainees exceed the number of apprentices.

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA*, SUMMIT*

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and including work within the corporate limits of the City of Medina.

Details :
Work scope but not limited to:Mechanical Service and Maintenance work normally performed by contractors, either by contracts or emergency call basis, who are equipped to handle all work relating to evacuation, charging, start-up, inspection, operating, maintenance and service call necessary to keep mechanical system and controls of a refrigeration , air conditioning, heating and/or ventilation or any other newly installed, remodeled, revamped or redesigned mechanical system in operational order; all fire stopping and piping systems. Shall include but not limited to all maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the employer by the customer. Shall also be allowed to do the following installation work: All residential humidifiers and dehumidifiers, all window type units, all residential heating and cooling systems, excluding steam and hot water, and when a building is not new construction, all refrigeration systems up to 20 tons, split air conditioning systems up to 50 tons, and package or self-contained air conditioning units up to 50 tons.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Pipefitter Local 120 Sprinklerfitter

Change # : LCN01-2025ib

Craft : Sprinkler Fitter **Effective Date :** 06/11/2025 **Last Posted :** 06/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	$49.17		$13.05	$11.80	$1.27	$0.00	$3.50	$0.20	$0.00	$0.00	$78.99	$103.57
Apprentice	**Percent**											
1st year	48.46	$23.83	$5.70	$0.00	$1.27	$0.00	$0.00	$0.00	$0.00	$0.00	$30.80	$42.71
2nd year	49.97	$24.57	$12.23	$7.20	$1.27	$0.00	$0.88	$0.20	$0.00	$0.00	$46.35	$58.64
3rd year	57.86	$28.45	$12.23	$7.20	$1.27	$0.00	$0.88	$0.20	$0.00	$0.00	$50.23	$64.45
4th year	68.92	$33.89	$12.23	$7.20	$1.27	$0.00	$0.88	$0.20	$0.00	$0.00	$55.67	$72.61
5th year	76.84	$37.78	$12.23	$7.20	$1.27	$0.00	$0.88	$0.20	$0.00	$0.00	$59.56	$78.45

Special Calculation Note : OTHER: SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :
1 Journeymen to 1 Apprentice
2 - 4 Journeymen to 2 Apprentices
5 - 7 Journeymen to 3 Apprentices

3 Journeymen to 1 Apprentice on jobs with
12 or more journeymen

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :
Sprinklerfitter duties shall include: installation, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and extinguishing systems; consist of handling and installing of all piping and appurtenances pertaining to sprinkler equipment including both overhead and underground water mains, fire hydrants and hydrants mains, stand pipes, hose connections, tank heaters, air lines, thermal systems and their connections; all operating and actuating lines and devices and their protective covering; all fire stopping of sprinkler piping systems; all tanks, pumps and city connections; fire protection systems using emulsify, spray, water fog, CO2 gas, foam and other fire control agents, settling of all fire pumps and tank filling pumps, air compressors and their connections; all work related to sprinkler inspections (included but not limited to: adjustments, maintenance, repair, testing, etc.)

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plasterer Local 526

Change # : LCN01-2023ibLoc526

Craft : Plaster **Effective Date :** 05/31/2023 **Last Posted :** 05/31/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	$31.00		$8.15	$6.65	$0.50	$0.00	$5.58	$0.19	$0.00	$0.00	$52.07	$67.57
Apprentice	Percent											
1st Year	50.00	$15.50	$8.15	$6.65	$0.50	$0.00	$5.58	$0.19	$0.00	$0.00	$36.57	$44.32
2nd Year	60.00	$18.60	$8.15	$6.65	$0.50	$0.00	$5.58	$0.19	$0.00	$0.00	$39.67	$48.97
3rd Year	75.00	$23.25	$8.15	$6.65	$0.50	$0.00	$5.58	$0.19	$0.00	$0.00	$44.32	$55.94
4th Year	90.00	$27.90	$8.15	$6.65	$0.50	$0.00	$5.58	$0.19	$0.00	$0.00	$48.97	$62.92

Special Calculation Note : Other is for Substance abuse and training.

Ratio :
1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice.

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plumber Local 55

Change # : LCN01-2025ibLoc55Plum

Craft : Plumber **Effective Date :** 05/21/2025 **Last Posted :** 05/21/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber	$44.86		$12.87	$9.63	$1.23	$0.00	$7.10	$0.20	$0.00	$0.00	$75.89	$98.32
Shopman (When in the field)	$24.69		$9.50	$5.59	$0.10	$0.00	$3.85	$0.00	$0.00	$0.00	$43.73	$56.08
Plumber Light Commercial Journeymen	$29.42		$9.18	$2.28	$0.69	$0.00	$3.58	$0.20	$0.00	$0.00	$45.35	$60.06
Apprentice Light Commercial Trainee												
0-3 Months	$14.84		$0.00	$0.00	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$15.34	$22.76
4-6 Months	$15.03		$3.69	$0.00	$0.46	$0.00	$0.00	$0.00	$0.00	$0.00	$19.18	$26.69
7-12 Months	$15.32		$4.42	$0.33	$0.63	$0.00	$1.13	$0.00	$0.00	$0.00	$21.83	$29.49
2nd Year	$16.67		$4.49	$0.35	$0.65	$0.00	$1.20	$0.00	$0.00	$0.00	$23.36	$31.70
3rd Year	$18.03		$4.55	$0.36	$0.68	$0.00	$1.28	$0.00	$0.00	$0.00	$24.90	$33.92
Apprentice	**Percent**											
1-6 Months	44.14	$19.80	$7.39	$0.24	$0.95	$0.00	$1.56	$0.00	$0.00	$0.00	$29.94	$39.84
7-12 Months	50.15	$22.50	$7.61	$0.44	$1.00	$0.00	$2.01	$0.20	$0.00	$0.00	$33.76	$45.01
2nd year 1-6	53.65	$24.07	$8.37	$0.85	$1.05	$0.00	$3.06	$0.20	$0.00	$0.00	$37.60	$49.63
2nd year 7-12	55.76	$25.01	$8.55	$2.85	$1.05	$0.00	$3.78	$0.20	$0.00	$0.00	$41.44	$53.95
3rd year 1-6	62.61	$28.09	$9.08	$2.80	$1.05	$0.00	$4.00	$0.20	$0.00	$0.00	$45.22	$59.26
3rd year 7-12	67.40	$30.24	$9.32	$3.63	$1.05	$0.00	$4.62	$0.20	$0.00	$0.00	$49.06	$64.17
4th year	73.60	$33.02	$9.57	$4.07	$1.05	$0.00	$4.98	$0.20	$0.00	$0.00	$52.89	$69.40
5th year	79.88	$35.83	$9.81	$4.51	$1.05	$0.00	$5.33	$0.20	$0.00	$0.00	$56.73	$74.65

Special Calculation Note : OTHER IS: SUPPLEMENTAL UNEMPLOYMENT

Ratio :
1 Journeymen 1 Apprentice
2 Journeymen to 1 Apprentice thereafter

Light Commercial Ratio
1-2 Journeymen to 1 Trainee
3 Journeymen to 2 Trainees
4-5 Journeymen to 3 Trainees
6-8 Journeymen to 4 Trainees
9-10 Journeymen to 5 Trainees
11-13 Journeymen to 6 Trainees

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA*, SUMMIT*

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and the corporate limits of the City of Medina.

Details :
The Plumber Shopman will have charge of the Employer's shop and warehouse containing plumbing and heating supplies and equipment, and perform such duties as are customarily required by a Plumber or a Plumber's Shopman, including casual delivery of tools and equipment necessary for installation of Plumbing and Heating facilities. One field shopman per shop may be hired after employing the 1st apprentice, and a second field shopman per shop may be hired after employing the 5th apprentice. These shopmen may work in the field performing primarily non-mechanical work. The plumber shopman's duties do not include the installation of plumbing.

The Plumber Light Commercial Rate can be used for the following: Any private construction project covered by this agreement shall be eligible for designation as a Market Recovery Project (Lt Commerical). The Market Recovery (Lt Commercial) wage rate shall be determined project specific by the business manager. The Market Recovery rate (Lt Commercial) may be utilized on all new, repair, remodeling, alteration, and/or maintenance (interior and exterior) of "Private Enterprise Projects"; including office buildings, service buildings, retail establishments, churches, motels/hotels, and strip shopping centers which fall under this agreement.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Roofer Local 44

Change # : LCN01-2025ibLoc44

Craft : Roofer **Effective Date :** 05/21/2025 **Last Posted :** 05/21/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	$40.15		$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$61.49	$81.56
Applicant & Helper Trainees												
0 to 1851 hrs	$18.07		$0.60	$0.50	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$19.72	$28.75
1852 to 3350 hrs	$22.08		$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$43.42	$54.46
3351 to 4850 hrs	$28.11		$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$49.45	$63.51
4851 to 6350 hrs	$31.12		$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$52.46	$68.02
6351 to 7550 hrs	$36.14		$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$57.48	$75.55
7551 hrs	$40.15		$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$61.49	$81.56
Apprentice	**Percent**											
Start of school	50.02	$20.08	$0.60	$0.50	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$21.73	$31.77
600 hrs worked/72 school hrs	55.00	$22.08	$0.60	$0.50	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$23.73	$34.77
1200 hrs worked/144 school hrs	60.00	$24.09	$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$45.43	$57.48
1800 hrs worked/216 school hrs	65.00	$26.10	$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$47.44	$60.49
2400 hrs worked/ 288 school hrs	70.02	$28.11	$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$49.45	$63.51
3000 hrs worked/360 school hrs	75.00	$30.11	$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$51.45	$66.51
3600 hrs worked/432 school hrs	80.00	$32.12	$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$53.46	$69.52
4200 hrs worked/504 school hrs	90.02	$36.14	$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$57.48	$75.55
4800 hrs/576 school hrs	100.00	$40.15	$9.64	$11.15	$0.49	$0.00	$0.00	$0.06	$0.00	$0.00	$61.49	$81.56

Special Calculation Note : Other is for Drug Testing.

Ratio :
2 Journeymen to 1 Apprentice
1 Applicant/Helper Trainee

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN*, SANDUSKY

Special Jurisdictional Note : Lorain (The Ohio Turnpike North)

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 33 Industrial Door

Change # : LCN01-2024ibLoc33IndustrialDoor

Craft : Sheet Metal Worker **Effective Date :** 08/01/2024 **Last Posted :** 07/31/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	$26.27		$9.37	$5.55	$0.17	$0.00	$2.15	$0.00	$0.00	$0.00	$43.51	$56.64
Trainees	**Percent**											
1st 60 days Probationary Perios	52.00	$13.66	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.66	$20.49
61st day -12 months	58.00	$15.24	$9.37	$1.92	$0.17	$0.00	$1.41	$0.00	$0.00	$0.00	$28.11	$35.72
2nd yr	68.00	$17.86	$9.37	$1.92	$0.17	$0.00	$1.59	$0.00	$0.00	$0.00	$30.91	$39.85
3rd yr	73.00	$19.18	$9.37	$1.92	$0.17	$0.00	$1.69	$0.00	$0.00	$0.00	$32.33	$41.92
4th yr	80.00	$21.02	$9.37	$1.92	$0.17	$0.00	$1.80	$0.00	$0.00	$0.00	$34.28	$44.78
5th yr	86.00	$22.59	$9.37	$1.92	$0.17	$0.00	$1.91	$0.00	$0.00	$0.00	$35.96	$47.26

Special Calculation Note :

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ASHLAND, ASHTABULA, CARROLL, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DEFIANCE, ERIE, FULTON, GEAUGA, HANCOCK, HENRY, HOLMES, HURON, LAKE, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PAULDING, PORTAGE, PUTNAM, RICHLAND, SANDUSKY, SENECA, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE, WILLIAMS, WOOD

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 33 (Cleveland)

Change # : LCN01-2024ibLoc33Clev

Craft : Sheet Metal Worker **Effective Date :** 05/06/2024 **Last Posted :** 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	$43.06		$8.89	$17.26	$1.44	$0.00	$3.08	$0.00	$0.00	$0.00	$73.73	$95.26
Apprentice	**Percent**											
1st year	50.00	$21.53	$8.89	$3.09	$0.18	$0.00	$0.00	$0.00	$0.00	$0.00	$33.69	$44.46
2nd year	54.95	$23.66	$8.89	$3.40	$1.44	$0.00	$3.08	$0.00	$0.00	$0.00	$40.47	$52.30
3rd year	59.96	$25.82	$8.89	$3.71	$1.44	$0.00	$3.08	$0.00	$0.00	$0.00	$42.94	$55.85
4th year	74.96	$32.28	$8.89	$4.64	$1.44	$0.00	$3.08	$0.00	$0.00	$0.00	$50.33	$66.47

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :
1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentice
3 Journeymen to 2 Apprentices
4 Journeymen to 2 Apprentices
5 Journeymen to 3 Apprentices
6 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Local 436 - HevHwy Class 1

Change # : LCN02-2025ibTeamsters436HevHwy1

Craft : Truck Driver **Effective Date :** 05/28/2025 **Last Posted :** 05/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1	$34.92		$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$54.62	$72.08
Apprentice	**Percent**											
First 6 months	80.00	$27.94	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$47.64	$61.60
7-12 months	85.00	$29.68	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$49.38	$64.22
13-18 months	90.00	$31.43	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$51.13	$66.84
19-24 months	95.00	$33.17	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$52.87	$69.46
25-30 months	100.00	$34.92	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$54.62	$72.08

Special Calculation Note :

Ratio :
3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :
CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Local 436 - HevHwy Class 2

Change # : LCN02-2025ibTeamsters436HevHwy2

Craft : Truck Driver **Effective Date :** 05/28/2025 **Last Posted :** 05/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2	$35.73		$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$55.43	$73.29
Apprentice	**Percent**											
First 6 months	80.00	$28.58	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$48.28	$62.58
7-12 months	85.00	$30.37	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$50.07	$65.26
13-18 months	90.00	$32.16	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$51.86	$67.94
19-24 months	95.00	$33.94	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$53.64	$70.62
25-30 months	100.00	$35.73	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$55.43	$73.29

Special Calculation Note :

Ratio :
3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :
CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.

SECTION 9
APPENDIX

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS BUFFALO DISTRICT
478 MAIN STREET
BUFFALO, NY 14202-3278

September 24, 2024

Regulatory Branch

SUBJECT: Department of the Army Permit No. LRB-2024-00654, Nationwide Permit No. 43 as Published in the Federal Register, Volume 86, No. 8 on Jan. 13, 2021 and No. 245 on Dec. 27, 2021.

William Tomko, Mayor
Village of Chagrin Falls
21 West Washington St
Chagrin Falls, OH 44022

Dear Mr. Tomko:

This pertains to your application for a Department of the Army permit to install a detention structure to control flooding of surrounding residence properties. The project is located at 2-110 Locust Lane, Chagrin Falls, Cuyahoga County, OH 44022 (41.437917, -81.391584).

I have evaluated the impacts associated with your proposal and have concluded that they are authorized by the enclosed Nationwide Permit (NWP) provided that the attached conditions are satisfied.

Specifically, you are authorized to permanently fill Wetland W-A (0.0239 acres) and streams 1, 2, 3 & 6 (0.002 acres), and temporarily fill Wetland W-A (0.0737 acres) and streams 1, 2, 3, 5 & 6 (0.0023 acres).

Verification of the applicability of this NWP is valid until March 14, 2026 unless the NWP is modified, suspended, revoked, or the activity complies with any subsequent permit modification. Please note in accordance with 33 CFR part 330.6(b), that if you commence or are under contract to commence an activity in reliance of the permit prior to the date this Nationwide permit expires, is suspended or revoked, or is modified such that the activity no longer complies with the terms and conditions, you have twelve months from the date of permit modification, expiration, or revocation to complete the activity under the present terms and conditions of the permit, unless the permit has been subject to the provisions of discretionary authority.

It is your responsibility to remain informed of changes to the NWP program. A public notice announcing any changes will be issued when they occur and will be available for viewing at our website: http://www.lrb.usace.army.mil/Missions/Regulatory.aspx. Finally, note that if your activity is not undertaken within the defined period or the project specifications have changed,

Regulatory Branch

SUBJECT: Department of the Army Permit No. LRB-2024-00654, Nationwide Permit No. 43 as Published in the Federal Register, Volume 86, No. 8 on Jan. 13, 2021 and No. 245 on Dec. 27, 2021.

you must immediately notify this office to determine the need for further approval or reverification.

In addition to the general conditions attached to the NWP, your attention is directed to the following Special Conditions which are also appended at the end of the NWP General Conditions:

1. At the request of an authorized representative of the Buffalo District, U.S. Army Corps of Engineers, the permittee must allow access to the project site to determine compliance with the conditions of this permit.

2. The permittee must provide a copy of the permit to all contractors, subcontractors, and/or workers performing the work authorized by the permit and ensure they have knowledge of the terms and conditions of the permit, including all General and Special Conditions. Prior to commencing work authorized by this permit, a copy of the permit and drawings must be visibly posted at the construction site(s).

3. Disturbance to Wetland W-A and the bed and/or banks of streams 1, 2, 3, 5 & 6 must be limited to those areas shown on the attached project plans (Sheet 2, 3 & 4 of 6).

This affirmation is limited to the attached NWP and associated Water Quality Certification, and does not obviate the need to obtain any other project specific Federal, state, or local authorization.

A copy of this letter has been sent to the Ohio Environmental Protection Agency and to Emily Urbania, Agent to the applicant.

Questions pertaining to this matter should be directed to me at (716) 343-3697, by writing to the following address: U.S. Army Corps of Engineers Regulatory Branch, 3869 Darrow Road, Suite 100, Stow, OH 44224 or by e-mail at: Jennifer.Linebaugh@usace.army.mil

Sincerely,

Jennifer Linebaugh

Jennifer Linebaugh
Biologist

Enclosures

COMPLETION FORM / COMPLIANCE CERTIFICATION

Each permittee who receives a Nationwide Permit (NWP) verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any compensatory mitigation.

APPLICANT:
William Tomko
Village of Chagrin Falls - Mayor
21 West Washington St
Chagrin Falls, OH 44022

POINT OF CONTACT:
Emily Urbania
CT Consultants
8150 Sterling Ct.
Mentor, OH 44060

File No.: LRB-2024-00654
File Closed: September 24, 2024
NWP No.: 43

Upon completion of the activity authorized by this permit and any required compensatory mitigation sign this certification and return it to the address listed below within 30 days of project completion.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, revocation, and/or assessment of administrative penalties.

The permittee shall certify the completion of the authorized work and mitigation:

a. The authorized work was done in accordance with the NWP authorization, including any general, regional, or activity specific conditions.

b. The implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, this certification must include the documentation required by 33 CFR 332.3(1)(3) to confirm that the permittee secured the appropriate number and resource type of credits.

_____ _____

Mayor William Tomko, Village of Chagrin Falls Date

Permittee Telephone Number: _____

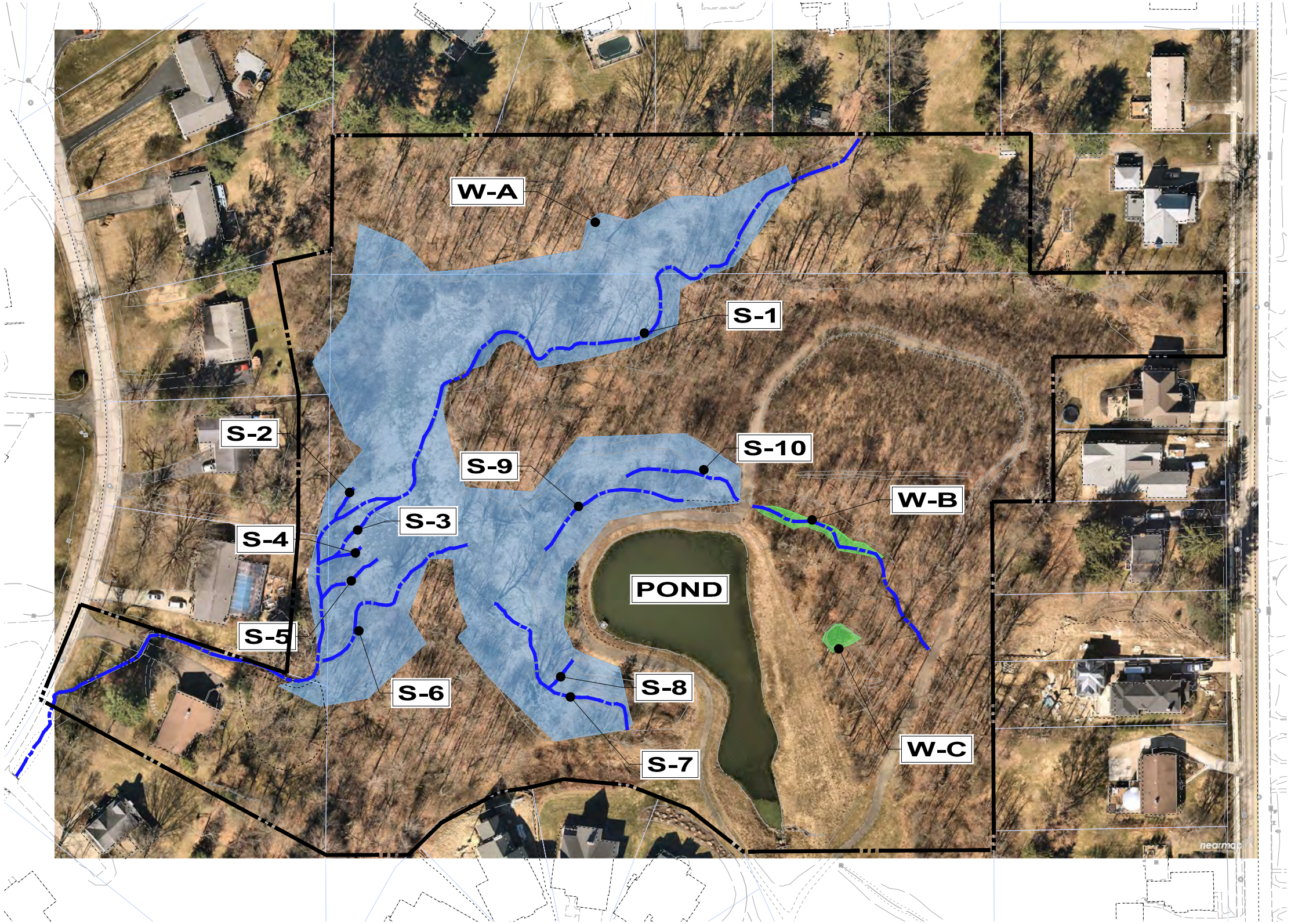
Project location: 2-110 Locust Lane, Chagrin Falls, Cuyahoga County, OH 44022 (41.437917, -81.391584).

Project Description: To install a detention structure to control flooding of surrounding residence properties.

Authorized Impacts (Waters of the U.S. Impacted by Project): Authorized to permanently fill Wetland W-A (0.0239 acres) and streams 1, 2, 3 & 6 (0.002 acres), and temporarily fill Wetland W-A (0.0737 acres) and streams 1, 2, 3, 5 & 6 (0.0023 acres).
Waterway and/or Project Setting: Tributary to Chagrin River

Return completed form to: **LRB.Regulatory.PermitCompliance@usace.army.mil** (Preferred)
Or Mail to: Compliance Coordinator
Regulatory Branch
U.S. Army Corps of Engineers
478 Main Street
Buffalo, NY 14207

Village of Chagrin Falls-Mayor
Locust Lane/Willow Lane Phase 2 Stormwater Improvements
Nationwide Permit 43
DA Processing No.: LRB-2024-00654
Cuyahoga County, OH
Coordinates: 41.437917, -81.391584
Sheet 1 of 6



STREAM TABLE		
STREAM LABEL	FLOW REGIME	LENGTH (L.F.)
S-1	PER	1103.83
S-2	INT	33.40
S-3	PER	95.62
S-4	PER	26.20
S-5	PER	63.80
S-6	INT	188.65
S-7	INT	190.41
S-8	INT	33.32
S-9	EPH	148.02
S-10	PER	339.26
TOTAL		2222.51

PER = PERENNIAL
INT = INTERMITTENT
EPH = EPHEMERAL

WETLAND TABLE		
WETLAND LABEL	WETLAND TYPE	ACRES (AC.)
W-A	PEM	2.31
W-B	PFO	0.03
W-C	PFO	0.01
TOTAL		2.35

PFO = PALUSTRINE FORESTED
PEM = PALUSTRINE EMERGENT

SITE LEGEND:

FORESTED WETLANDS
NON-FORESTED WETLANDS
00 SAMPLE POINT
STREAM LINE
PROJECT BOUNDARY LINE

GENERAL NOTES:

1. PROVIDE THAT SITE CONDITIONS, METHODOLOGY OR CRITERIA REMAIN CONSTANT, THESE FINDINGS WILL BE SUPPORTED BY CT CONSULTANTS, INC. FOR FIVE YEARS FROM THE DATE OF THIS MAP OR VERIFICATION LETTER FROM USACE, WHICHEVER IS LATER

50 ' 0 ' 50 '
SCALE: 1" = 50 '
(SCALE IS FOR 22x34 PRINT)

LOCUST LANE

CITY OF CHAGRIN FALLS

Cuyahoga County, Ohio

your trusted advisor
consultants
engineers
architects
planners

Project number:	2000603	Date:	JULY 9, 2021
Drawn by:	EMK	Scale:	AS SHOWN

WATER RESOURCE MA

W1

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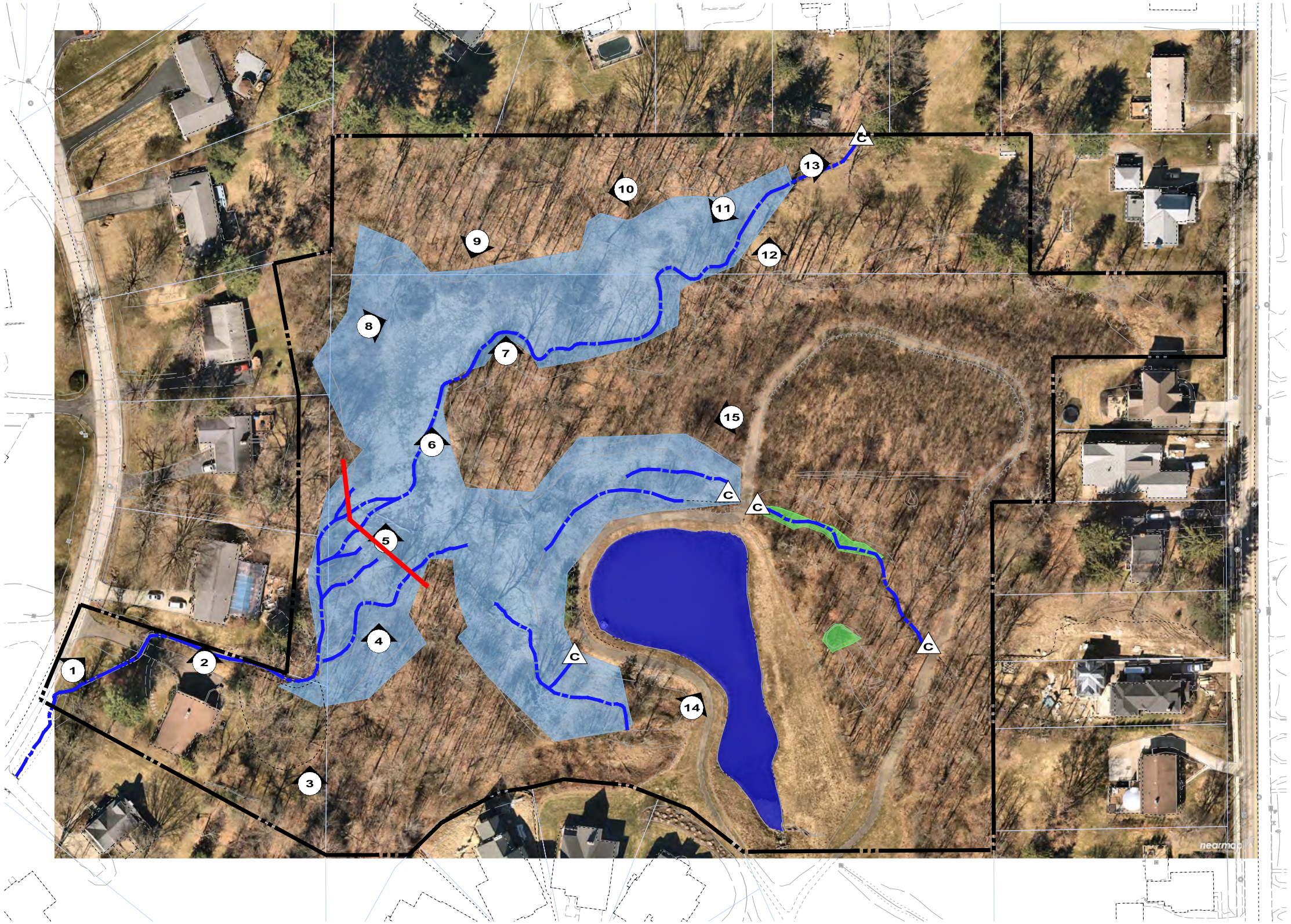
Village of Chagrin Falls-Mayor
Locust Lane/Willow Lane Phase 2 Stormwater Improvements
Nationwide Permit 43
DA Processing No.: LRB-2024-00654
Cuyahoga County, OH
Coordinates: 41.437917, -81.391584
Sheet 2 of 6

PHOTOGRAPH LOCATION



SITE LEGEND:

- FORESTED WETLANDS
- NON-FORESTED WETLANDS
- 1 PHOTO LOCATION
- STREAM LINE
- PROJECT BOUNDARY LINE

GENERAL NOTES:

1. PROVIDE THAT SITE CONDITIONS, METHODOLOGY OR CRITERIA REMAIN CONSTANT, THESE FINDINGS WILL BE SUPPORTED BY CT CONSULTANTS, INC. FOR FIVE YEARS FROM THE DATE OF THIS MAP OR VERIFICATION LETTER FROM USACE, WHICHEVER IS LATER

N

50 ' 0 ' 50 '
SCALE: 1" = 50 '
(SCALE IS FOR 22x34 PRINT)

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LOCUST LANE

CITY OF CHAGRIN FALLS

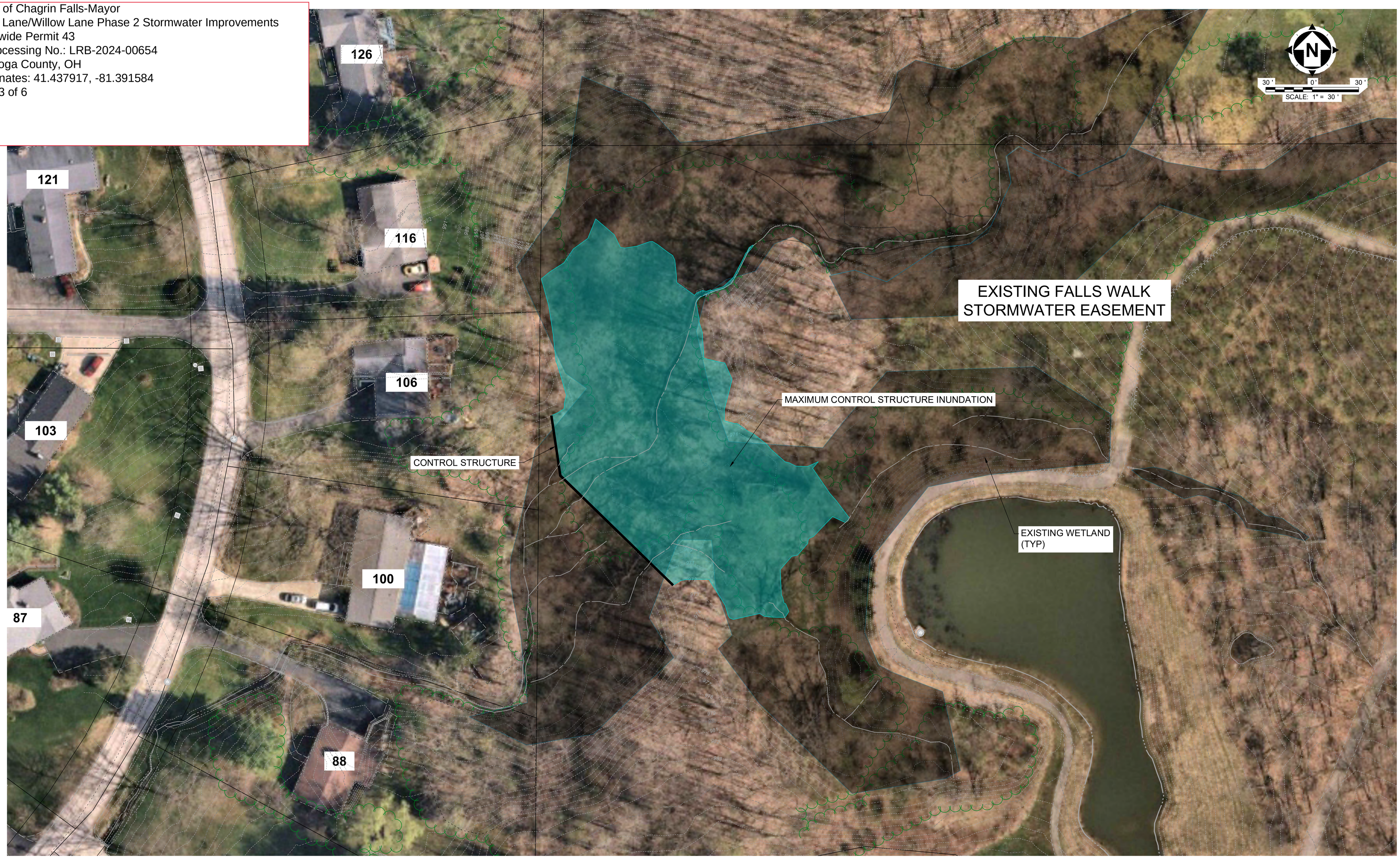
Cuyahoga County, Ohio

Project number:	2000603	Date:	JULY 9, 2021
Drawn by:	EMK	Scale:	AS SHOWN

W4

H:\2020\2000603\DWG\BASE\C_2000603 - K-BASE - WETLAND3.DWG - PHOTOLOC - 7/1/2021 11:19:07 AM - EMMETT MESSER-KRUSE

Village of Chagrin Falls-Mayor
Locust Lane/Willow Lane Phase 2 Stormwater Improvements
Nationwide Permit 43
DA Processing No.: LRB-2024-00654
Cuyahoga County, OH
Coordinates: 41.437917, -81.391584
Sheet 3 of 6



LOCUST / WILLOW LANES
GREEN STORMWATER INFRASTRUCTURE PROJECT

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Village Of Chagrin Falls
Cuyahoga County, Ohio

Project number:	23000603	Date:	JUNE 2024
Drawn by:	AAC	Scale:	AS SHOWN

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Village of Chagrin Falls-Mayor
Locust Lane/Willow Lane Phase 2 Stormwater Improvements
Nationwide Permit 43
DA Processing No.: LRB-2024-00654
Cuyahoga County, OH
Coordinates: 41.437917, -81.391584
Sheet 4 of 6

HATCH LEGEND:
- WETLAND TEMPORARY IMPACTS: 0.07371 ACRES
- WETLAND PERMANENT IMPACTS: 0.02385 ACRES
- STREAM TEMPORARY IMPACTS: 0.00232 ACRES
- STREAM PERMANENT IMPACTS: 0.00200 ACRES

N

50 ' 0 ' 50 '
SCALE: 1" = 50 '

STREAM 1
TEMPORARY IMPACT: 11.65 LF
PERMANENT IMPACT: 9.37 LF

STREAM 2
TEMPORARY IMPACT: 17.16 LF
PERMANENT IMPACT: 13.70 LF

STREAM 3
TEMPORARY IMPACT: 11.25 LF
PERMANENT IMPACT: 9.23 LF

STREAM 6
TEMPORARY IMPACT: 11.17 LF
PERMANENT IMPACT: 9.10 LF

EXISTING FALLS WALK STORMWATER EASEMENT

EXISTING WETLAND A (TYP)

CONTROL STRUCTURE

STREAM 5
TEMPORARY IMPACT: 0.44 LF

7' 12' 8'
35'
102'
101'
20'

PROJECT BOUNDARY

LOCUST LANE
NORTH STREET
FALLS WALK WAY
PEAR TREE CIRCLE

126 121 116 106 103 100 87 71 55 80 70 60 39 49 57 88
315 301 299 291 289 279 269 261 257 251 247 135
315 310 300 305 290 295 280 285 275 105 115 125

PROJECT IMPACTS

LOCUST / WILLOW LANES
GREEN STORMWATER INFRASTRUCTURE PROJECT

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planners

Village Of Chagrin Falls
Cuyahoga County, Ohio

Project number:	23000603	Date:	AUGUST 2024
Drawn by:	AAC	Scale:	AS SHOWN

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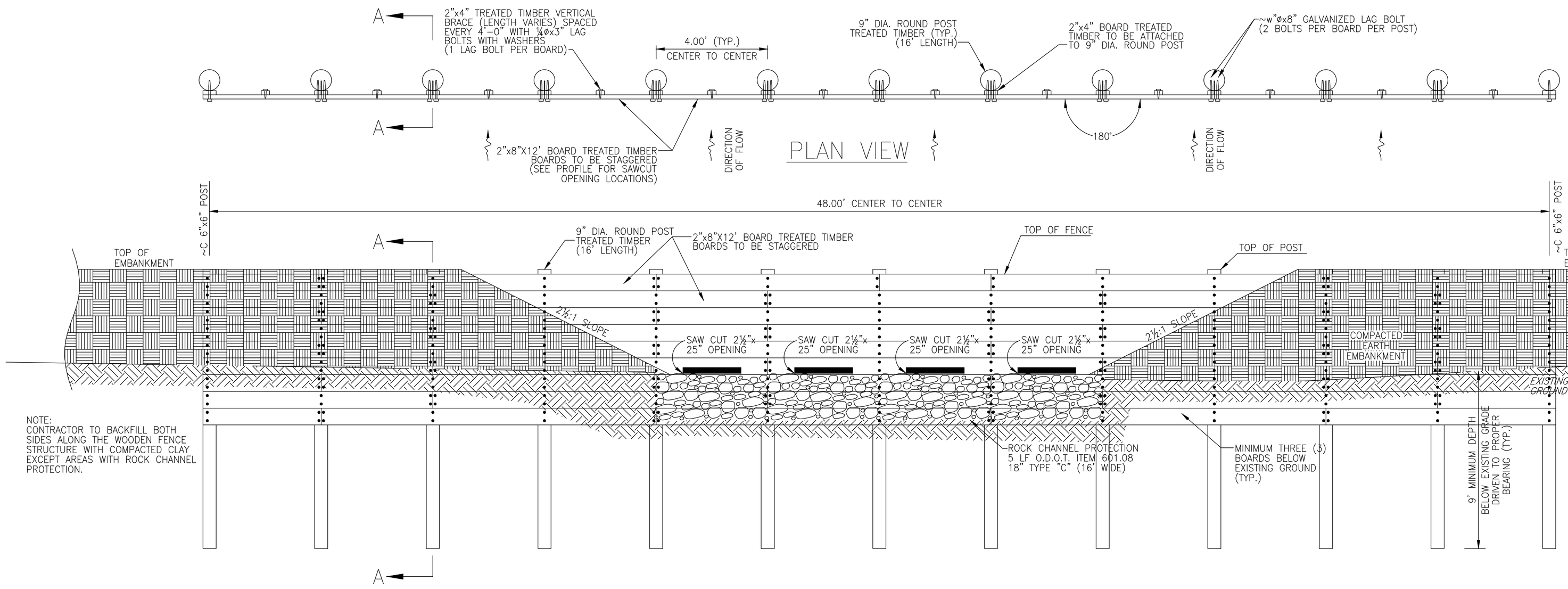
Village of Chagrin Falls-Mayor
Locust Lane/Willow Lane Phase 2 Stormwater Improvements
Nationwide Permit 43
DA Processing No.: LRB-2024-00654
Cuyahoga County, OH
Coordinates: 41.437917, -81.391584
Sheet 5 of 6



NOTE:
CONTRACTOR TO BACKFILL BOTH SIDES ALONG THE WOODEN FENCE STRUCTURE WITH COMPACTED CLAY EXCEPT AREAS WITH ROCK CHANNEL PROTECTION.

DETENTION STRUCTURE

NOT TO SCALE

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architects
planners

NO	REVISION	DATE

ISSUED FOR:	REVIEW
ISSUE DATE:	JUNE 2024
SCALE:	AS SHOWN
DESIGNED BY:	AAC
DRAWN BY:	AAC
CHECKED BY:	TRL

LOCUST LANE / WILLOW LANE STORMWATER IMPROVEMENTS
VILLAGE OF CHAGRIN FALLS
- CUYAHOGA COUNTY, OHIO -

CONSTRUCTION DETAILS

PROJECT NO.
23000603
DISCIPLINE
CIVIL
SHEET NAME

SHEET	OF
5	6

Village of Chagrin Falls-Mayor
Locust Lane/Willow Lane Phase 2 Stormwater Improvements
Nationwide Permit 43
DA Processing No.: LRB-2024-00654
Cuyahoga County, OH
Coordinates: 41.437917, -81.391584
Sheet 6 of 6

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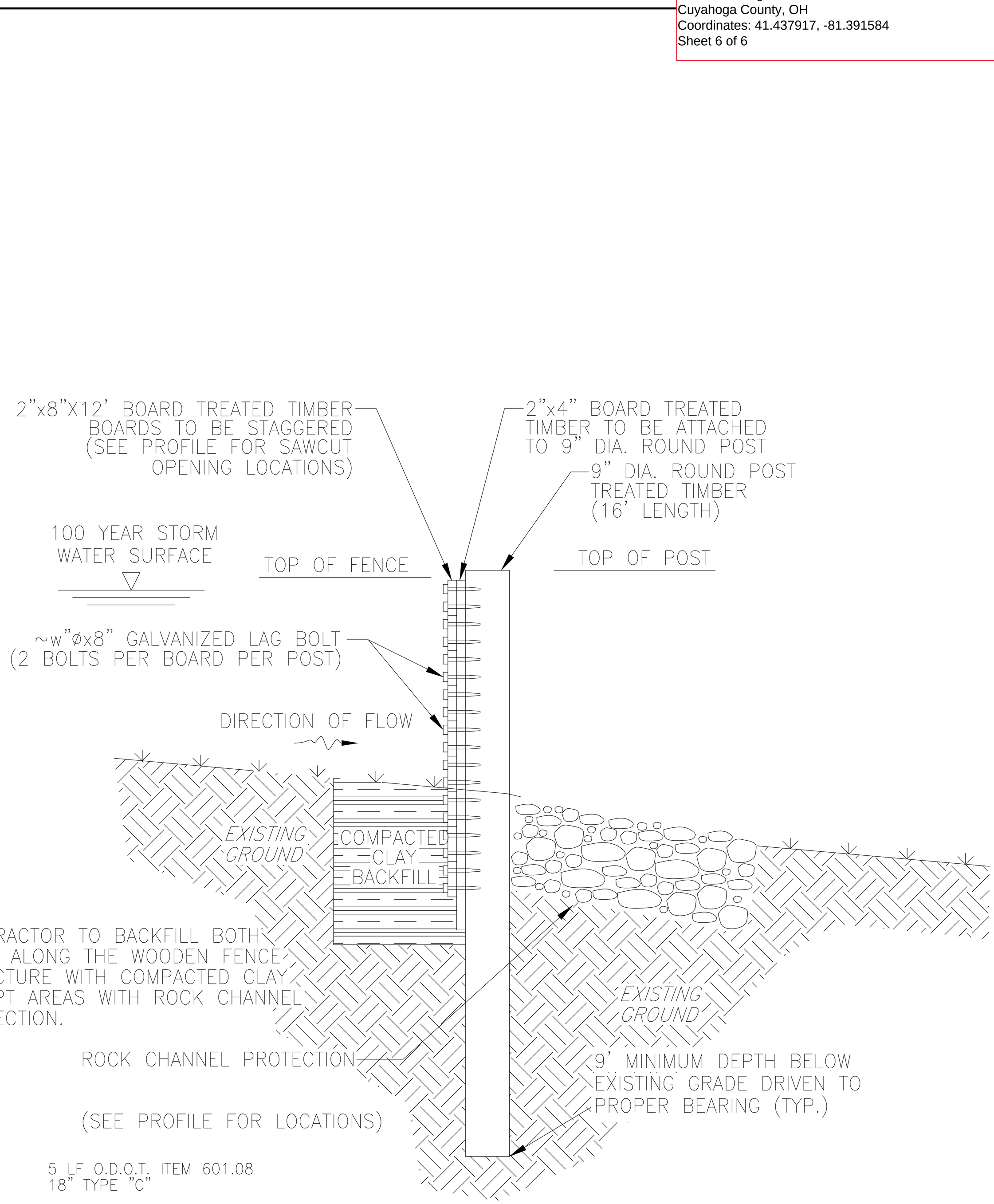

NOTE:
CONTRACTOR TO BACKFILL BOTH SIDES ALONG THE WOODEN FENCE STRUCTURE WITH COMPACTED CLAY EXCEPT AREAS WITH ROCK CHANNEL PROTECTION.

SECTION A–A

DETENTION STRUCTURE

NOT TO SCALE

SHEET	6
OF	6
SHEET NAME	
DISCIPLINE	CIVIL
PROJECT NO.	23000603

LOCUST LANE / WILLOW LANE STORMWATER IMPROVEMENTS
VILLAGE OF CHAGRIN FALLS
- CUYAHOGA COUNTY, OHIO -

CONSTRUCTION DETAILS

ISSUED FOR:	REVIEW
ISSUE DATE:	JUNE 2024
SCALE:	AS SHOWN
DESIGNED BY:	AAC
DRAWN BY:	AAC
CHECKED BY:	TRL

NO	REVISION	DATE

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PRELIMINARY

NATIONWIDE PERMITS FOR THE STATE OF OHIO

U.S. ARMY CORPS OF ENGINEERS (CORPS) REGULATORY PROGRAM REISSUANCE AND MODIFICATION OF NATIONWIDE PERMITS WITH OHIO DEPARTMENT OF NATURAL RESOURCES CONSISTENCY DETERMINATION UNDER THE COASTAL ZONE MANAGEMENT ACT AND WAIVED OHIO EPA 401 WATER QUALITY CERTIFICATION

Final rule published in the *Federal Register* (86 FR 2744) on January 13, 2021

NWP 43

NWP 43. *Stormwater Management Facilities*. Discharges of dredged or fill material into non-tidal waters of the United States for the construction of stormwater management facilities, including stormwater detention basins and retention basins and other stormwater management facilities; the construction of water control structures, outfall structures and emergency spillways; the construction of low impact development integrated management features such as bioretention facilities (e.g., rain gardens), vegetated filter strips, grassed swales, and infiltration trenches; and the construction of pollutant reduction green infrastructure features designed to reduce inputs of sediments, nutrients, and other pollutants into waters, such as features needed to meet reduction targets established under Total Maximum Daily Loads set under the Clean Water Act.

This NWP authorizes, to the extent that a section 404 permit is required, discharges of dredged or fill material into non-tidal waters of the United States for the maintenance of stormwater management facilities, low impact development integrated management features, and pollutant reduction green infrastructure features. The maintenance of stormwater management facilities, low impact development integrated management features, and pollutant reduction green infrastructure features that are not waters of the United States does not require a section 404 permit.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges of dredged or fill material into non-tidal wetlands adjacent to tidal waters. This NWP does not authorize discharges of dredged or fill material for the construction of new stormwater management facilities in perennial streams.

***Notification*:** For discharges of dredged or fill material into non-tidal waters of the United States for the construction of new stormwater management facilities or pollutant reduction green infrastructure features, or the expansion of existing stormwater management facilities or pollutant reduction green infrastructure features, the permittee must submit a preconstruction notification to the district engineer prior to commencing the activity. (See general condition 32.)

Maintenance activities do not require pre-construction notification if they are limited to restoring the original design capacities of the stormwater management facility or pollutant reduction green infrastructure feature. (Authority: Section 404)

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. **Navigation.**

    a. No activity may cause more than a minimal adverse effect on navigation.
    b. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
    c. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical

destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. **Management of Water Flows.** To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below.

The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest

practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. **Removal of Temporary Structures and Fills.** Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The affected areas must be revegetated, as appropriate.

14. **Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. **Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. **Wild and Scenic Rivers.**

a. No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ‘‘study
b. river’’ for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.
c. If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ‘‘study river’’ for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.
d. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. **Endangered Species.**

a. No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a
b. species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which ‘‘may affect’’ a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of ‘‘effects of the action’’ for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding ‘‘activities that are reasonably certain to occur’’ and ‘‘consequences caused by the proposed action.’’
c. Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.
d. Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity ‘‘may affect’’ or will have ‘‘no effect’’ to listed species and designated critical habitat and will

notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have ''no effect'' on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

e. As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.
f. Authorization of an activity by an NWP does not authorize the ''take'' of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with ''incidental take'' provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where ''take'' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word ''harm'' in the definition of ''take'' means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.
g. If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP
h. activity or whether additional ESA section 7 consultation is required.

i. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. **Migratory Birds and Bald and Golden Eagles.** The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether ''incidental take'' permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. **Historic Properties.**

a. No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
b. Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If preconstruction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.
c. Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the preconstruction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National

Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: No historic properties affected, no adverse effect, or adverse effect.

d. Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

e. Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. **Discovery of Previously Unknown Remains and Artifacts.** Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. **Designated Critical Resource Waters.** Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. **Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

a. The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
b. Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.
c. Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1⁄10-acre and require preconstruction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1⁄10-acre or less that require preconstruction notification,

the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

d. Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require preconstruction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult to-replace resources (see 33 CFR 332.3(e)(3)).
e. Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
f. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

    1. The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred

mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the

2. district engineer may approve the use of permittee-responsible mitigation.
3. The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)
4. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option
5. considered for permittee-responsible mitigation.
6. If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.
7. If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).
8. Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

g. Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity

resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

h. (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.
i. Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. **Safety of Impoundment Structures.** To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. **Water Quality.**

a. Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.
b. If the NWP activity requires preconstruction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a

water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

c. The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. **Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. **Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. **Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

a. If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

b. If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. **Transfer of Nationwide Permit Verifications.** If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

''When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.''

_____
(Transferee)

_____
(Date)

30. **Compliance Certification.** Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

a. A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
b. A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
c. The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. **Activities Affecting Structures or Works Built by the United States.** If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a ''USACE project''), the

prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. **Pre-Construction Notification.**

a. **Timing.** Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:
    1. He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
    2. 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is ''no effect'' on listed species or ''no potential to cause effects'' on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the

NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

b. **Contents of Pre-Construction Notification:** The PCN must be in writing and include the following information:
    1. Name, address and telephone numbers of the prospective permittee;
    2. Location of the proposed activity;
    3. Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
    4.
        i. A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.
        ii. For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.
        iii. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker
        iv. decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

5. The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
6. If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
7. For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;
8. For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;
9. For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the ''study river'' (see general condition 16); and
10. For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or

permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

c. **Form of Pre-Construction Notification:** The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

d. **Agency Coordination:**
   1. The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.
   2. Agency coordination is required for:
      i. All NWP activities that require pre-construction notification and result in the loss of greater than 1⁄2-acre of waters of the United States;
      ii. NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and
      iii. NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.
   3. When agency coordination is required, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the preconstruction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated

with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

4. In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.
5. Applicants are encouraged to provide the Corps with either electronic files or multiple copies of preconstruction notifications to expedite agency coordination.

District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by

the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the

applicant either: (a) That the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

Nationwide Permit Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural. Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term ‘‘discharge’’ means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance

to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Nontidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of ‘‘open waters’’ include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Preconstruction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where preconstruction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Reestablishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: Reestablishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic

characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term ‘‘single and complete project’’ is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term ‘‘single and complete project’’ is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of ‘‘independent utility’’). Single and complete non-linear projects may not be ‘‘piecemealed’’ to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or

improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: (1) Held in trust by the United States for the benefit of any Indian tribe or individual; or (2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a ‘‘water of the United States.’’ If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

Nationwide Permits Regional General Conditions For the State of Ohio

1. NWPs shall not authorize any regulated activity which negatively impacts bogs and/or fens.

2. NWPs shall not authorize any requlated activity in Lake Erie which would result in diversion of water from the Great Lakes.

3. NWPs shall not authorize any regulated activity which has an adverse impact on littoral transport within Lake Erie.

4. **In-Water Work Exclusion Dates:** Any work associated with a regulated activity under a nationwide permit cannot take place during the restricted period of the following Ohio Department of Natural Resources (ODNR), Division of Wildlife (DOW) In-Water Work Restrictions, unless the applicant receives advanced written approval from the DOW, notifies the District Engineer in accordance with Nationwide Permit General Condition 32 and Regional General Condition 6, and receives written approval from the Corps:

Statewide In-Water Work Restriction Periods and Locations

1. Salmonid Locations Restriction Period: September 15 – June 30

Arcola Creek (entire reach)
Ashtabula Harbor
Ashtabula River (Hadlock Rd. to mouth)
Aurora Branch (Chagrin River (RM 0.38 to mouth))
Big Creek (Grand River (Girdled Road to mouth))
Black River (entire reach)
Chagrin River (Chagrin Falls to mouth)
Cold Creek (entire reach)

Conneaut Creek (entire reach)
Conneaut Harbor
Corporation Creek (Chagrin River (entire reach))
Cowles Creek (entire reach)
Ellison Creek (Grand River (entire reach))
Euclid Creek (entire reach)
Fairport Harbor
Grand River (Dam at Harpersfield Covered Bridge Park to mouth)
Gulley Brook (Chagrin River (entire reach))
Huron River (East Branch-West Branch confluence to mouth)
Indian Creek (entire reach)
Kellogg Creek (Grand River (entire reach))
Mill Creek (Grand River (entire reach))
Paine Creek (Grand River (Paine Falls to mouth))
Rocky River (East Branch-West Branch confluence to mouth)
Smokey Run (Conneaut Creek (entire reach))
Turkey Creek (entire reach)
Vermilion River (dam at Wakeman upstream of the US 20/SR 60 bridge to mouth)
Ward Creek (Chagrin River (entire reach))
Wheeler Creek (entire reach)
Whitman Creek (entire reach)

2. Other Locations Restriction Period: March 15 – June 30

All other perennial streams not listed above as salmonid.
Also includes Lake Erie and bays not listed above as salmonid.

Note: This condition does not apply to Ohio Department of Transportation projects that are covered under the "Memorandum of Agreement Between The Ohio Department of Transportation, The Ohio Department of Natural Resources, and The United States Fish and Wildlife Service For Interagency Coordination For Projects Which Require Consultation Under the Endangered Species Act, Impact State Listed Species, and/or Modify Jurisdictional Waters 2016 Agreement Number: 19394" or subsequent amendments to this Ohio Department of Transportation memorandum of agreement.

5. **Waters of Special Concern**: PCN in accordance with NWP General Condition 32 and Regional General Condition 6 is required for regulated activities in the following resources:

a. **Threatened and Endangered Species**: Due to the potential presence of federally threatened or endangered species or their habitats, PCN in accordance with NWP General Conditions 18 and 32 and Regional General Condition 6 is required for any regulated activity under the NWPs in Ohio that includes:

   i. The removal of trees ≥ three (3) inches diameter at breast height. These trees may provide suitable roosting, foraging, or traveling habitat for the

federally listed endangered Indiana bat and the federally-listed threatened northern long-eared bat; and/or

ii. Regulated activities that impact a sand, gravel, and/or cobble beach (landform between the low and high water marks affected by waves) and/or mud flat (areas affected by natural seiche effect) on the Lake Erie shoreline; and/or

iii. Regulated activities in the waterway or township of the corresponding counties listed in Appendix 1.

Note 1: Applicants must ensure they are referencing the latest version of Appendix 1 by contacting their nearest U.S. Army Corps of Engineers district office and visiting the online resources identified in General Condition 18(f) of these NWPs, since federally listed species are continuously listed, proposed for listing, and/or de-listed.

Note 2: As mentioned in General Condition 18, federal applicants should follow their own procedures for complying with the requirements of the Endangered Species Act (ESA). Federal applicants, including applicants that have received federal funding, must provide the District Engineer with the appropriate documentation to demonstrate compliance with ESA requirements.

b. **Critical Resource Waters:**

i. In Ohio, two (2) areas have been designated critical habitat for the piping plover (*Charadrius melodus*) and are defined as lands 0.62 mile inland from normal high water line. Unit OH-1 extends from the mouth of Sawmill Creek to the western property boundary of Sheldon Marsh State Natural Area, Erie County, encompassing approximately two (2) miles. Unit OH-2 extends from the eastern boundary line of Headland Dunes Nature Preserve to the western boundary of the Nature Preserve and Headland Dunes State Park, Lake County, encompassing approximately 0.5 mile.

ii. In Ohio three (3) areas have been designated critical habitat for the rabbitsfoot mussel (*Quadrula cylindrica cylindrica*). Unit RF26 includes 17.5 river kilometers (rkm) (10.9 river miles [rimi]) of the Walhonding River from the convergence of the Kokosing and Mohican Rivers downstream to Ohio Highway 60 near Warsaw, Coshocton County, Ohio. Unit RF27 includes 33.3 rkm (20.7 rmi) of Little Darby Creek from Ohio Highway 161 near Chuckery, Union County, Ohio, downstream to U.S. Highway 40 near West Jefferson, Madison County, Ohio. Unit RF29 includes 7.7 rkm (4.8 rmi) of Fish Creek from the Indiana and Ohio State line northwest of Edgerton, Ohio, downstream to its confluence with the St. Joseph's River north of Edgerton, Williams County, Ohio.

iii. Old Woman Creek National Estuarine Research Preserve.

c. **Oak Openings:** Wetland activities conducted in the Oak Openings Region of Northwest Ohio located in Lucas, Henry and Fulton Counties. For a map of the Oak Openings Region, visit

https://www.google.com/maps/d/viewer?mid=1JADupaZXJzO6AUDvnUaV18GVjG7yfBim&usp=sharing

d. **Category 3 Wetlands:** As determined through use of the latest approved version of the Ohio Environmental Protection Agency's Ohio Rapid Assessment Method wetland evaluation form.

e. **Ohio Stream Designations:** Exceptional Warmwater Habitat, Cold Water Habitat, Seasonal Salmonid, or any equivalent designation; or water bodies with an antidegradation category of Superior High Quality Water, Outstanding National Resource Water, or Outstanding State Waters as determined by the Ohio Environmental Protection Agency except for NWP 1, 2, 3, 9, 10, 11, 27, 28, 32, and 35 or maintenance activities covered under NWPs 7 and 12. The current list of these rivers and tributaries can be found on the Ohio Environmental Protection Agency web-site at: http://www.epa.ohio.gov/dsw/rules/3745_1.aspx. These designations can be found under the aquatic life use of the rivers and tributaries within its basin and under the "Anti-deg Rule #05."

6. **PCN Submittals**: In addition to the information required under NWP General Condition 32, the following information must be provided with the PCN:

a. **Threatened and Endangered Species:** Section 7(a)(2) of the Endangered Species Act (ESA) states that each federal agency shall, in consultation with the Secretary, insure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of designated critical habitat. Section 7 of the ESA, called "Interagency Cooperation," is the mechanism by which federal agencies ensure the actions they take, including those they fund or authorize, do not jeopardize the continued existence of any federally or proposed federally listed species. Consistent with NWP General Condition 18, information for federally threatened and endangered species must be provided in the PCN to determine the proposed activity's compliance with NWP General Condition 18 and to facilitate project-specific coordination with the USFWS. All relevant information obtained from the USFWS must be submitted with the PCN.

b. **Cultural Resources**: Under the National Historic Preservation Act (NHPA), the Corps must ensure no federal undertaking, including a Corps permit action, which may affect historic resources, is commenced before the impacts of such action are considered and the Advisory Council on Historic Preservation and the State Historic Preservation Office (SHPO) are provided an opportunity to comment as required by the NHPA, 36 CFR 800, and 33 CFR 325, Appendix C. Consistent with NWP General Condition 20, historic properties information must be provided in the PCN if the proposed undertaking might have the potential to cause effects to any historic

properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. All relevant information obtained from the SHPO must be submitted with the PCN.

c. **National Wild and Scenic Rivers**: The following waterways are components of the National Wild and Scenic River System and require PCN to the Corps:

Big and Little Darby Creeks

- Big Darby Creek from Champaign-Union County line downstream to the Conrail railroad trestle and from the confluence with the Little Darby Creek downstream to the Scioto River;
- Little Darby Creek from the Lafayette-Plain City Road bridge downstream to within 0.8 mile from the confluence with Big Darby Creek; and
- Total designation is approximately 82 miles.

Little Beaver Creek

- Little Beaver Creek main stem, from the confluence of West Fork with Middle Fork near Williamsport to mouth;
- North Fork from confluence of Brush Run and North Fork to confluence of North Fork with main stem at Fredericktown;
- Middle Fork from vicinity of Co. Rd. 901 (Elkton Road) bridge crossing to confluence of Middle Fork with West Fork near Williamsport;
- West Fork from vicinity of Co. Rd. 914 (Y-Camp Road) bridge crossing east to confluence of West Fork with Middle Fork near Williamsport; and
- Total designation is 33 miles.

Little Miami River

- Little Miami River - St. Rt. 72 at Clifton to the Ohio River;
- Caesar Creek - lower two (2) miles of Caesars Creek; and
- Total designation is 94 miles.

d. **Temporary Fills or Structures:** When a PCN is required for temporary fills or structures, the PCN must specify how long the temporary fills or structures will remain and include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-construction contours and elevations. Native, non-invasive vegetation must be used unless otherwise authorized by a Corps NWP verification.

7. **Invasive Species:** No area for which grading has been completed will be unseeded or unmulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and approved seed mixes (where practicable) after

completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.

APPENDIX 1 TO REGIONAL GENERAL CONDITION 5 (a)		
County	**Waterway**	**Township**
Adams	Ohio River, Scioto Brush Creek, South Fork Scioto Brush Creek	
Ashtabula	Grand River, Pymatuning Creek	Andover, Austinburg, Cherry Valley, Colebrook, Dorset, Hartsgrove, Harpersfield, Morgan, New Lyme, Orwell, Richmond, Rome, Trumbull, Wayne, Williamsfield, Windsor
Athens	Ohio River	
Brown	East Fork Little Miami River, Ohio River	
Butler	Great Miami River	Lemon, Liberty
Champaign		Mad River, Union, Urbana
Clark	Little Miami River	Bethel, Moorfield, Pleasant, Springfield
Clermont	East Fork Little Miami River, Little Miami River, Ohio River	
Clinton		Chester, Richland, Wayne
Columbiana		Butler, Fairfield, Hanover, Knox, Unity
Coshocton	Killbuck Creek, Muskingum River, Walhonding River	
Crawford		Auburn, Bucyrus, Cranberry, Dallas, Holmes, Whetstone
Darke	Stillwater River	
Defiance	St. Joseph River	Milford
Delaware	Mill Creek, Olentangy River	
Erie		Margaretta
Fairfield		Walnut
Fayette		Concord, Green, Jasper, Union
Franklin	Big Darby Creek, Little Darby Creek, Scioto River	
Fulton	Swan Creek	
Gallia	Ohio River	
Greene	Little Miami River	Bath, Beaver Creek, Spring Valley, Sugar Creek
Hamilton	Great Miami River, Little Miami River, Ohio River	

APPENDIX 1 TO REGIONAL GENERAL CONDITION 5 (a)		
County	**Waterway**	**Township**
Hancock	Blanchard River	
Hardin	Blanchard River	Blanchard, Dudley, Hale, Jackson, McDonald, Roundhead
Hocking		Benton, Laurel
Holmes		All townships
Huron		New Haven, Richmond
Lake	Grand River	Madison
Lawrence	Ohio River	
Licking		Licking, Union
Logan	Great Miami River	Perry, Richland, Stokes, Washington, Zane
Lucas	Swan Creek	All townships
Madison	Big Darby Creek, Little Darby Creek	
Mahoning		Beaver, Boardman, Canfield, Green, Poland, Springfield
Marion	Tymochtee Creek	Big Island, Bowling Green, Grand, Green Camp, Montgomery, Salt Rock
Meigs	Ohio River	
Miami	Great Miami River, Stillwater River	
Montgomery	Great Miami River, Stillwater River	Mad River, Wayne
Morgan	Muskingum River	
Muskingum	Muskingum River	
Ottawa		All townships
Perry		Thorn
Pickaway	Big Darby Creek, Scioto River	
Pike	Scioto River	
Portage		Aurora, Atwater, Charlestown, Deerfield, Edinburg, Franklin, Freedom, Mantua, Nelson, Palmyra, Paris, Randolph, Ravenna, Rootstown, Streetsboro
Preble		Dixon, Gasper, Israel, Jackson, Lanier, Monroe, Somers, Twin, Washington
Richland		Plymouth
Ross	Salt Creek, Scioto River	
Sandusky		All townships
Scioto	Ohio River, Scioto Brush Creek, Scioto River, South Fork Scioto Brush Creek	Nile, Rush, Union

APPENDIX 1 TO REGIONAL GENERAL CONDITION 5 (a)		
County	**Waterway**	**Township**
Shelby	Great Miami River	
Stark		Lexington, Marlboro
Summit		Hudson, Tallmadge, Twinsburg
Trumbull	Pymatuning Creek	All townships
Union	Big Darby Creek, Little Darby Creek, Mill Creek, Treacle Creek	Allen, Darby, Washington
Warren	Great Miami River, Little Miami River	Clear Creek, Deerfield, Massie, Turtle Creek, Union, Washington, Wayne
Washington	Muskingum River, Ohio River	
Wayne		All townships
Williams	Fish Creek, St. Joseph River	Bridgewater, Center, Florence, Jefferson, Madison, Northwest, St. Joseph, Superior
Wyandot	Tymochtee Creek	Antrim, Marseilles, Mifflin, Pitt

HELPFUL INFORMATION FOR COMPLIANCE WITH THE NWP GENERAL CONDITIONS:

DISCLAIMER: The below information is intended to provide helpful contact information and other submittal recommendations. Contact the appropriate local, state, or federal agency for the most updated links to ensure compliance with the NWP General Conditions.

General Condition 1 (Navigation)

List of Section 10 Navigable Waters of the U.S.:

Buffalo District – https://www.lrb.usace.army.mil/Portals/45/docs/regulatory/DistrictInfo/waterway_oh.pdf

Huntington District – https://www.lrh.usace.army.mil/Missions/Regulatory/Section-10-Streams/

Louisville District – https://www.lrl.usace.army.mil/Portals/64/docs/Regulatory/Public%20Notices/Limits%20of%20Jurisdiction%20Public%20Notice-revised.pdf?ver=2013-02-13-120705-203

Pittsburgh District – https://www.lrp.usace.army.mil/Portals/72/docs/regulatory/RegulatoryBoundaries/PN12-

2.pdf

Navigation Charts:

Buffalo District – https://www.lrb.usace.army.mil/Library/Maps-and-Charts/

Huntington District – https://www.lrh.usace.army.mil/Missions/Regulatory/Section-10-Streams/

Louisville District – https://www.lrl.usace.army.mil/Portals/64/docs/Ops/Navigation/Charts/Ohio/OhioRiverCharts102-122.pdf

Pittsburgh District – https://www.lrp.usace.army.mil/Missions/Navigation/Navigation-Charts/

Locks and Dams:

Buffalo District – https://www.lrb.usace.army.mil/Library/Maps-and-Charts/

Huntington District – https://www.lrh.usace.army.mil/Missions/Civil-Works/Locks-and-Dams/

Louisville District – https://www.lrl.usae.army.mil/Missions/Civil-Works/Navigation/Locks-and-Dams/

Pittsburgh District – https://www.lrp.usace.army.mil/Missions/Navigation/Locks-and-Dams/#:~:text=Locks%20and%20Dams%20%20%20Allegheny%20River%20,Locks%20%26%20Dam%20%205%20more%20rows%20

Notice to Navigation Interests Request Sheets:

Huntington District – https://www.lrh.usace.army.mil/Portals/38/docs/navigation/Notice%20Info%20sheet.pdf

Louisville – https://www.lrl.usace.army.mil/Portals/64/docs/Regulatory/Forms/Notice%20to%20Navigation%20Interests%20Data%20Form%202019.pdf?ver=2019-07-22-101251-297

Pittsburgh District – https://www.lrp.usace.army.mil/Portals/72/docs/regulatory/NavNoticeRequestForm.pdf

General Condition 5 (Shellfish Beds)

Shellfish beds in Ohio include concentrations of freshwater mussels. All native mussels are protected in the State of Ohio (Section 1533.324 of the Ohio Revised Code). In addition, 10 federally listed species occur in the state and are protected by the ESA (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.). All rivers and tributaries that contain mussels or potential mussel habitat must be surveyed prior to any proposed streambed disturbance. Currently accepted protocol and supporting materials can be found on the Ohio Department of Natural Resources' website: https://ohiodnr.gov/wps/portal/gov/odnr/buy-and-apply/special-use-permits/collecting-research/ohio-mussel-surveyor

General Condition 7 (Water Supply Intakes)

Locations of drinking water source protection areas associated with public water supply intakes, including the name of the public water supply, can be found at the following link: https://oepa.maps.arcgis.com/apps/webappviewer/index.html?id=3b39e11ba7fc43c3b41801e3580e6d21

Contact information for public water suppliers can be obtained from Ohio EPA by contacting the Division of Drinking and Ground Waters at whp@epa.ohio.gov or 614-644-2752.

General Condition 10 (Fills Within 100-year Floodplains)

The following website provides a statewide listing of Floodplain Managers in Ohio: https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/water-resources/floodplains/

General Condition 16 (Wild and Scenic Rivers)

Prior to submitting a PCN for work in a National Wild and Scenic River System, it is recommended that the applicant contact the National Park Service Regional Wild and Scenic Rivers Specialist, at the Midwest Regional Office, 601 Riverfront Drive, Omaha, Nebraska 68102, for assistance in complying with NWP General Condition 16. Any determination provided by the National Park Service should be submitted with the PCN. The following website provides information on National Wild and Scenic Rivers within Ohio:

https://www.rivers.gov/ohio.php

General Condition 18 (Endangered Species)

To obtain the most up to date information on federally threatened and endangered species applicants are encouraged to utilize the USFWS's Information for Planning and Consultation System (IPaC) found at https://ecos.fws.gov/ipac/

Prior to the submittal of a PCN, applicants may also contact the USFWS, Ohio Ecological Services Field Office at:

Address: 4625 Morse Road, Suite 104
Columbus, Ohio 43230

Email: ohio@fws.gov

Phone: (614) 416-8993

The Ohio Mussel Survey Protocol may be found at the following link:

https://ohiodnr.gov/wps/portal/gov/odnr/buy-and-apply/special-use-permits/collecting-research/ohio-mussel-surveyor

General Condition 4 (Migratory Bird Breeding Areas) and General Condition 19 (Migratory Birds and Bald and Golden Eagles)

Prior to the submittal of a PCN, information to assist in complying with NWP General Conditions 4 and 19 may be obtained from the USFWS, Ohio Ecological Services Field Office at:

Address: 4625 Morse Road, Suite 104
Columbus, Ohio 43230

Email: ohio@fws.gov

Phone: (614) 416-8993

The Ohio Division of Natural Resources Division of Wildlife may be contacted at (800) 945-3543.

General Condition 20 (Historic Properties)

The Ohio National Register of Historic Places can be found at the following link: https://www.ohiohistory.org/preserve/state-historic-preservation-office/nationalregister

When reviewing a PCN, the Corps will scope appropriate historic property identification efforts and, if applicable, work with the applicant to take into account the effect of the proposed activity on historic properties. In these instances, information and coordination may include:

- Requesting comments directly from the Ohio History Connection SHPO on the effect the proposed regulated activity may have on historic properties. The Ohio History Connection SHPO may be contacted at:

Address: Ohio History Center
800 E. 17th Ave., Columbus, Ohio 43211
Phone: (614) 297-2300
Email: info@ohiohistory.org

- To identify potential historic properties that may be affected by a proposed project, the following information may be reviewed and/or provided with the PCN when applicable:
    - A detailed description of the project site in its current condition (i.e. prior to construction activities) including information on the terrain and topography of the site, the acreage of the site, the proximity of the site to major waterways, and any known disturbances within the site.
    - A detailed description of past land uses in the project site.
    - Photographs and mapping showing the site conditions and all buildings or structures within the project site and on adjacent parcels are useful. Photographs and maps supporting past land uses should be provided as available.
    - Information regarding any past cultural resource studies or coordination pertinent to the project area, if available.
    - U.S. Geological Survey (USGS) 7.5' series topographic maps;
    - Ohio History Connection SHPO files including:
        - Ohio Archaeological Inventory (OAI) files;
        - Ohio Historic Inventory files (OHI);
        - Ohio SHPO Cultural Resources Management (CRM)/contract archaeology files;
        - NRHP files including Historic Districts; and
        - County atlases, histories and historic USGS 15' series topographic map(s).

- When needed to evaluate effects to historic properties, the applicant is encouraged to consult with professionals meeting the Professional Qualification Standards as set forth in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716) during this data gathering process. These professionals can assist with compiling the project information discussed above and should provide recommendations as to whether the proposal has the potential to affect historic properties and if further effort is needed to identify or assess potential effects to historic properties. These professionals can also compile preliminary review information to submit to the District Engineer as part of the PCN.

General Condition 23 (Mitigation)

Information pertaining to mitigation can be found at the following link:
https://www.lrh.usace.army.mil/Missions/Regulatory/Mitigation.aspx

General Condition 25 (Water Quality)

The Ohio Environmental Protection Agency may be contacted at:

Address: Lazarus Government Center
50 W Town St. Suite 700
Columbus, Ohio 43215

Phone: (614) 644-2001

Information pertaining to the Ohio Environmental Protection Agency water quality certification (WQC) program, including the Section 401 Clean Water Act WQC application form, can be obtained at the following link:
https://www.epa.state.oh.us/dsw/#113292723-programs

General Condition 32 (Pre-Construction Notification)

The nationwide permit pre-construction notification form (Form ENG 6082) may be obtained at the following link:

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6082_2019Oct.pdf?ver=2019-10-22-081550-710/

A checklist of information that must be provided in a pre-construction notification can be obtained at the following link:

https://www.lrh.usace.army.mil/Missions/Regulatory/How-to-Apply-for-a-Permit/Nationwide-Permits/

Electronic Submittal:

- PCNs should be saved as a PDF document, and then submitted as an attachment in an email to the appropriate Regulatory Office:

  Buffalo District – LRB.Ohio.RegActions@usace.army.mil
  Huntington District – LRH.permits@usace.army.mil
  Louisville District – CELRL.Door.To.The.Corps@usace.army.mil
  Pittsburgh District – Regulatory.Permits@usace.army.mil

- Electronic documents must have sufficient resolution to show project details. The PCN and supporting documents submitted electronically must not exceed 10 megabytes (10MB) per email. Multiple emails may be required to transmit documents to ensure the 10MB limit is not exceeded. Alternatively, use of the Department of Defense Secure Access File Exchange (DoD SAFE) service to transfer large files may be requested in your email.

- For tracking and processing purposes, the email should include the following:

    - **Email Subject Line:** include the name of the applicant, type of PCN request, and location (County and State). Example: RE: Doe, John, PCN and Section 401 WQC Request, Summit County, Ohio;
    - **Email Body:** 1) Brief description of the proposed project, 2) contact information (phone number, mailing address, and email address) for the applicant and/or their agent, and 3) the project location: Address and Latitude/Longitude in decimal degrees (e.g. 42.92788° N, 88.36257° W).

- If you do not have internet access, information may be submitted through the U.S. Postal Service to the appropriate Regulatory Office:

U.S. Army Corps of Engineers, Buffalo District
ATTN: Regulatory Branch
1776 Niagara Street
Buffalo, New York 14207
Phone: (716) 879-4330
Fax: (716) 879-4310

U.S. Army Corps of Engineers, Huntington District
ATTN: Regulatory Division
502 Eighth Street
Huntington, West Virginia 25701-2070
Phone: (304) 399-5210
Fax: (304) 399-5805

U.S. Army Corps of Engineers, Pittsburgh District
ATTN: Regulatory Division
William S. Moorhead Federal Building
1000 Liberty Avenue
Pittsburgh, Pennsylvania 15222-4186
Phone: (412) 395-7155
Fax: (412) 644-4211

U.S. Army Corps of Engineers, Louisville District
ATTN: CELRL-RD, Room 752
600 Dr. Martin Luther King Jr. Place
Louisville, Kentucky 40202-0059
Phone: (502) 315-6733
Fax: (502) 315-6677

ORDINANCE NO.: 2009- 48
INTRODUCED BY: MR. PATTON

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A STORM WATER MANAGEMENT AND DRAINAGE EASEMENT AGREEMENT WITH THE FALLS WALK HOMEOWNERS ASSOCIATION, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the Falls Walk Subdivision is a new residential subdivision within the Village; and

WHEREAS, the Falls Walk Homeowners Association, Inc. ("Association") is the owner of certain real property within the Falls Walk Subdivision that is to be maintained as a common area for the Falls Walk Subdivision; and

WHEREAS, the Association constructed a storm water drainage system consisting of a BMP/Retention Facility upon such common area property; and

WHEREAS, the Association agrees to maintain this storm water drainage system in accordance with the Agreement For Maintenance Of Stormwater Drainage Systems And Best Management Practices Agreement between the Village and the Association; and

WHEREAS, the Association desires to grant to the Village a perpetual, non-exclusive easement upon a portion of the common area property containing the storm water drainage system; and

WHEREAS, the Villages desires to accept such easement as it will enable the Village to construct additional drainage facilities as may be necessary to protect the public health, safety, and welfare of Village residents; and

WHEREAS, the Association and the Village have negotiated a Storm Water Management And Drainage Easement Agreement that will govern the maintenance obligations of each party.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. That the Mayor be and is hereby authorized to enter into a Storm Water Management And Drainage Easement Agreement ("Easement Agreement") with the Falls Walk Homeowners Association, Inc. A copy of the Easement Agreement is appended hereto and incorporated herein by reference provided that such agreement shall be amended as determined necessary by the Director of Law to protect the interests of the Village of Chagrin Falls. The Mayor may execute such further documentation and perform such additional actions as may be necessary to accomplish the purposes of the Easement Agreement.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this Village and for the further reason that this Ordinance must be immediately effective so that the Village may obtain the storm water management and drainage easement enabling the Village to timely construct additional drainage facilities as may be necessary to protect the public health, safety and welfare; wherefore, provided it receives the requisite number of affirmative votes of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

ORDINANCE NO.: 2009- 48
INTRODUCED BY: MR. PATTON

#2

PASSED: September 14, 2009

Council President

Submitted to the Mayor for
his approval on this
16 day of September, 2009

Approved by the Mayor

September 16, 2009

Thomas Rick
Mayor

I hereby certify that Ordinance No. 2009-48 was duly enacted on the 14 day of September, 2009, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

Clerk of Council

STORM WATER MANAGEMENT AND DRAINAGE EASEMENT AGREEMENT

THIS STORM WATER MANAGEMENT AND DRAINAGE EASEMENT AGREEMENT ("Easement Agreement") is made on this 14 day of September, 2009, by and between FALLS WALK Homeowners Association, Inc. , an Ohio not for profit company ("Grantor"); and the VILLAGE OF CHAGRIN FALLS, a political subdivision of the State of Ohio ("Grantee").

WHEREAS, Grantor is the owner of certain real estate known as Cuyahoga County Auditor's Tax Parcel Numbers 931-06-002 and 931-06-013 (collectively, the "Property") situated in the Village of Chagrin Falls, Cuyahoga County, Ohio, which is to be maintained as common area for the Falls Walk Subdivision; and

WHEREAS, Grantor has constructed upon the Property a storm water drainage system consisting of a BMP/ Retention Facility ("Facility") pursuant to that certain Agreement for Maintenance of Storm Water Drainage Systems and Best Management Practices by and between Grantor and Grantee on the 14 day of September, 2009, and approved by the Council of the Village of Chagrin Falls in Ordinance Number 2009-48 ("Falls Walk Maintenance Agreement");

WHEREAS, Grantor desires to grant to Grantee a perpetual, non-exclusive easement upon a portion of the Property so that Grantee shall have the right to construct additional drainage facilities upon a portion of the Property, subject to the maintenance obligations of each party as set forth herein.

NOW, THEREFORE, for the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree to the foregoing and as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its employees, agents, contractors, designees, successors and assigns forever, a perpetual, non-exclusive easement for storm water management and drainage purposes in, through, over, under and upon the real property legally described on the attached Exhibit "A", incorporated herein and made a part hereof ("Easement Area"), together with (a) the right of ingress and egress through the Property at all times for the purpose of accessing the Easement Area; (b) the right to construct, install, operate, repair, replace, relocate, inspect and maintain storm water drainage facilities, including, but not limited to, lines, piping, conduits, valves, regulators and related appurtenances; (c) the right to add to, operate, maintain, repair, replace or remove any of the foregoing, and forever to have and to hold such rights and easements under the conditions herein set forth; and (d) the right to do any and all things necessary, proper or incidental to the successful operation and maintenance of the easement granted herein. In exercising Grantee's rights hereunder, Grantee shall have the right to add to and/or enlarge the Facility. Grantor shall have the right to use the Easement Area for all purposes not inconsistent with Grantee's, and its successors and assigns, full enjoyment of the rights herein granted. Grantee shall not interfere with or impair Grantor's use of the Facility or Facilities for storm water management now or in future as required by any law, rule, order or requirement of any governmental agency in the exercise of any rights granted herein to Grantee.

2. Restoration of Easement Area. Grantee shall, at its sole cost and expense, promptly restore the Easement Area and Property as nearly as reasonably practicable to the condition existing immediately prior to Grantee's entry thereon for the purposes herein set forth. Grantor shall not construct, or permit to be constructed, within the Easement Area any permanent structures, unless constructed in furtherance of storm water management, including but not limited to buildings, or signage. Grantee shall repair, restore or replace with suitable trails of equal quality and length any walking trails that are impaired, disturbed, or removed in the exercise of Grantee's rights contained in this Easement Agreement. Grantee reserves the right to trim any trees or other vegetation within the Easement Area to the extent the same interferes with Grantee's rights hereunder.

3. Maintenance of the Facility by Grantor. Following Grantor's completion of the construction of the Facility, but prior to the time that Grantee constructs additional storm water facilities within the Easement Area, or adds to and/or enlarges the Facility, Grantor agrees that it

shall maintain in perpetuity the Facility in a manner which will permit the Facility to perform for the purposes for, and in accordance with the standards by, which it was designed and constructed, all as further set forth in the Falls Walk Maintenance Agreement. This includes maintenance, repair and replacement of all pipes and channels located on the Property and built to convey storm water to the Facility, as well as the structures, improvements and vegetation on the Property that control the quantity and quality of the storm water. Specifically, however, Grantor agrees that it shall:

(a) Perform any maintenance (in accordance with approved maintenance plan for such Facility) or repairs requested in writing by the Grantee within fifteen (15) business days of such request or such longer time if permitted by Grantee's engineer;

(b) Maintain, update and store the maintenance records for the Facility;

(c) Maintain and make all necessary repairs to the Facility to ensure it performs according to the standards applicable to its original design, including but not limited to the following:

(i) Storm Water Pond Monthly Maintenance:

a. Removal of floating debris;
b. Removal of woody vegetative growth from pond area including embankments;
c. Removal of trash and/or sediment accumulation;
d. Removal of obstructions in orifices and/or outlets; and
e. Property mowing of the area around the Facility (including NO mowing within 25 feet of inlets and outlets channels).

(ii) Storm Water Pond Annual Maintenance:

a. Repair erosion to the outfall, spillway, embankment or slopes;
b. Repair and/or replace any damaged structures (i.e. catch basins, risers, pipes, headwalls);
c. Repair animal burrows and/or other leaks in the dam structures;
d. Removal of debris from overflow spillway and gates; and
e. Retain design capacity (dredge pond on a 5-10 year cycle).

4. Joint Maintenance of the Facility. Upon such time that Grantee constructs additional storm water facilities within the Easement Area, or adds to and/or enlarges the Facility (collectively, the "Facilities"), Grantee shall become solely responsible for the maintenance, repair and operation of the Facilities pursuant to the standards set forth herein and within the Falls Walk Maintenance Agreement, and Grantor shall be required to reimburse Grantee for its proportionate share of the costs incurred by Grantee in maintaining, repairing and operating the Facilities. Grantor's proportionate share shall be calculated by multiplying the annual cost reasonably incurred by Grantee (the "Maintenance Costs") by a fraction, the numerator of which shall be the square footage of the portion of the Facilities constructed by or for Grantor, and the denominator of which shall be the total square footage of all of the Facilities. Within thirty (30) days following the end of each calendar year, Grantee shall deliver to Grantor at the address set forth in Section 10 an invoice for Grantor's proportionate share of the Maintenance Costs, which Grantor shall pay to Grantee within thirty (30) days following receipt of such invoice. Notwithstanding the foregoing. Grantee's maintenance obligations identified herein shall be performed by Village employees, or pursuant to any contract lawfully entered into by the Village and for which funds are duly appropriated by the Village's legislative authority.

5. Insurance. Grantor shall maintain a policy of comprehensive general liability insurance on the Facility at all times relevant hereto, and shall name Grantee as an additional insured. Upon such time that Grantee constructs additional storm water facilities within the Easement Area, or adds to and/or enlarges the Facility, Grantee shall add Grantor to its policy of

comprehensive general liability insurance as an additional insured.

6. No Third Party Rights. The parties hereto expressly do not intend by execution of this Easement Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Easement Agreement.

7. Default. In the event of any default or the failure by any party hereto in the performance of any of the covenants, obligations, terms or conditions set forth herein, or, in the event of an emergency, as determined by the non-defaulting party in its sole discretion, the non-defaulting party, after providing reasonable written notice to the defaulting party, may enter upon the Property and/or Easement Area and take whatever steps are necessary to correct deficiencies in the installation, maintenance, repair or operation of the Facilities or identified in any inspection reports pertaining to the Facilities and to charge the cost of any and all work performed in undertaking such corrections to the defaulting party. The non-defaulting party shall be reimbursed by the defaulting party within thirty (30) days of receipt of request for reimbursement for all actual cost incurred pursuant to this Section. All costs expended by the Grantee pursuant to this Section shall constitute a lien against the Property; provided, however, that such lien shall not become perfected nor encumber the Property until such time as a memorandum of lien setting forth the amount of the lien shall be recorded in the Recorder's Office of Cuyahoga County, Ohio, and indexed in the grantor's index in the name of the Grantor. Nothing herein shall obligate Grantee to maintain the Facility, until it exercises its right to improve and/or expand the Facility and nothing herein shall diminish Grantor's obligations to pay the cost of its share of the Maintenance Costs as set forth in Section 4.

8. Ownership of Property. Grantor, for itself, its successors and assigns, covenants with Grantee, its successors and assigns, that Grantor is lawfully seized of the Property and that it will forever warrant and defend the same unto Grantee, its successors and assigns, against all claims of all persons whomsoever.

9. Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

10. Notices. All notices under this Easement Agreement from either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered in person or if sent by certified U.S. mail, return receipt requested, postage prepaid, addressed as follows:

If to Grantor: Falls Walk Homeowners Association, Inc.
16715 WEST PARK CIRCLE
CHAGRIN FALLS, OHIO 44022
Attn: GARY SPAETH, PRESIDENT

If to Grantee: Village of Chagrin Falls
21 West Washington Street
Chagrin Falls, Ohio 44022
Attention: Mayor

With a copy to: Schottenstein, Zox & Dunn Co., LPA
4230 State Route 306, Suite 240
Willoughby, OH 44094
Attn: Stephen L. Byron, Esq.

or to such other place as the Grantor or Grantee may from time to time designate by notice to the other party. Notice sent in compliance with this paragraph shall be deemed given on the date of receipt or refusal if by certified mail or on the date such notice was personally delivered.

11. Waiver. The waiver by the Grantee of any breach of any term, covenant, or condition herein contained shall not deemed to be a waiver of such term, covenant, or condition for any subsequent breach of the same or any other term, covenant, or condition herein contained.

12. No Third Party Benefit. This Easement Agreement is intended for the benefit of Grantor and Grantee, and their respective successors and assigns, and nothing contained in this Easement Agreement shall be construed as creating any rights or benefits in or to any third party or to the public.

13. Severability. If and to the extent that any court of competent jurisdiction finds any term or provision of this Easement Agreement to be invalid or unenforceable, such invalidity shall not affect the balance of that provision or the remaining provisions of this Easement Agreement, which shall remain in full force and effect.

14. Governing Law; Venue. This Easement Agreement has been negotiated and executed in the State of Ohio and relates to real property located in the State of Ohio. All questions concerning the validity or intention of this Easement Agreement shall be resolved under the laws of the State of Ohio. The parties to this Easement Agreement hereby designate the Court of Common Pleas of Cuyahoga County, Ohio, as the court of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement; hereby irrevocably consent to such designation, jurisdiction and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Cuyahoga County, Ohio.

15. Time of the Essence. Time is of the essence for the performance and observance of all obligations and conditions to be performed or observed by the parties under this Easement Agreement.

16. Captions. The captions at the beginnings of the sections of this Easement Agreement are not part of the text of this Easement Agreement, but are merely labels to assist in locating those sections, and shall be ignored in construing and interpreting this Easement Agreement.

17. Modification. This Easement Agreement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto, or their respective heirs, executors, representatives, successors and assigns, and recorded with the Recorder's Office, Cuyahoga County, Ohio with reference made to this Easement Agreement.

18. Covenants to Run with the Land. This Easement Agreement constitutes a covenant which runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, and the respective successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Easement Agreement as of the date first written above.

GRANTOR:

FALLS WALK Homeowners Association, Inc.,
an Ohio not for profit company

By: _____

Its: PRESIDENT

GRANTEE:

VILLAGE OF CHAGRIN FALLS,
a political subdivision of the State of Ohio

By: Thomas Brick

Its: MAYOR

APPROVED AS TO FORM:

By: _____
Chagrin Falls Law Director

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from an previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

9/21/09
Date

_____
Director of Finance

[Acknowledgments on next page]

ACKNOWLEDGMENTS

STATE OF OHIO,
COUNTY OF CUYAHOGA, SS.

The forgoing instrument was acknowledged before me this 17th day of SEPTEMBER, 2009, by [illegible], the PRESIDENT of Falls Walk Developer, LLC, an Ohio limited liability company, Grantor in the foregoing document, for and on behalf of said company.

Elizabeth L. DeBaggis
Notary Public
My Commission Expires: 4/25/11

ELIZABETH L. DEBAGGIS
NOTARY PUBLIC • STATE OF OHIO
Recorded in Geauga County
My commission expires Apr. 25, 2011

STATE OF OHIO,
COUNTY OF CUYAHOGA, SS.

The forgoing instrument was acknowledged before me this 17 day of September 2009, by Tom Brick, the Mayor of the Village of Chagrin Falls, Ohio, a political subdivision of the State of Ohio, Grantee in the foregoing document, for and on behalf of said Village.

Thomas Brick
TOM BRICK, MAYOR

Elizabeth L. DeBaggis
Notary Public
My Commission Expires: 4/25/11

ELIZABETH L. DEBAGGIS
NOTARY PUBLIC • STATE OF OHIO
Recorded in Geauga County
My commission expires Apr. 25, 2011

This instrument was prepared by:

SCHOTTENSTEIN, ZOX & DUNN
U.S. Bank Centre at Playhouse Square
1350 Euclid Avenue, Suite 1400
Cleveland, OH 44115

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA
[IS THIS THE CORRECT DESCRIPTION OF THE STORM WATER RETENTION AREA?I AM WAITING TO GET A COPY OF THE PLAT TO CONFIRM THIS IS CORRECT.]
Situated in the Village of Chagrin Falls, County of Cuyahoga, and State of Ohio and known as being an easement over and through parts of Original Lots No. 18 and No. 19 in the Champion Tract and is more particularly bounded and described as follows:

Beginning in the centerline of North Street, 60 feet in width, at an iron pin stake in a monument box located North 0°02'46" East a distance of 907.43 feet as measured along said centerline from its intersection with the centerline of Summit Street, 60 feet in width;

Thence North 89°25'07" West along the line which separates said Original Lot No. 18 from Original Lot No. 19 a distance of 30.00 feet to the westerly line of said North Street;

Thence North 0°40'39" East along said westerly line of North Street a distance of 205.42 feet to its intersection with the southerly line of land conveyed to Jeffrey R. Kaste by instrument recorded in Deed Book Volume 15451, Page 923 of the Cuyahoga County Records;

Thence North 89°15'03" West along said southerly line of land of Kaste a distance of 212.24 feet to its intersection with the prolongation of the westerly line of land conveyed to Sue Ellen Corbin by instrument recorded in AFN 200705180657 of the Cuyahoga County Records and the Principal Point of Beginning of the following described easement;

COURSE I	Thence South 0°03'10" West along said prolongation and said westerly line of land of Corbin and along the westerly lines of lands conveyed to Martha H. Calland, Trx. (Deed Book Vol. 84-332, Page 22 and AFN 200406170953) and land conveyed to Rejeanne Vince (AFN 200901130047) a total distance of 493.06 feet to a point;
COURSE II	Thence South 74°08'18" West a distance of 175.26 feet to a point;
COURSE III	Thence South 0°24'58" West a distance of 203.13 feet to a point;
COURSE IV	Thence on the arc of a curve deflecting to the LEFT (said curve having a radius of 780.00 feet) a distance of about 20.0 feet to a point;
COURSE V	Thence North 0°24'58" East a distance of 123.35 feet to a point;
COURSE VI	Thence North 9°47'12" West a distance of 28.04 feet to a point;
COURSE VII	Thence North 23°31'05" West a distance of 34.71 feet to a point;
COURSE VIII	Thence South 58°03'12" West a distance of 133.05 feet to a point;
COURSE IX	Thence on the arc of a curve deflecting to the LEFT (said curve having a radius of 62.50 feet) a distance of about 20.0 feet to a point;
COURSE X	Thence North 58°03'12" East a distance of 136.02 feet to a point;
COURSE XI	Thence North 23°31'05" West a distance of 26.30 feet to a point;
COURSE XII	Thence North 51°11'05" West a distance of 61.74 feet to a point;
COURSE XIII	Thence North 41°57'00" West a distance of 46.50 feet to a point;
COURSE XIV	Thence North 54°00'00" West a distance of 120.00 feet to a point;
COURSE XV	Thence North 89°07'27" West a distance of 193.55 feet to the easterly line of land conveyed to Maria C. Alvarez by instrument recorded in AFN 200604281268 of the Cuyahoga County Records;

COURSE XVI

Thence North 0°52'33" East along said easterly line of land of Alvarez and along the easterly lines of lands conveyed to Davis T. Ford by instrument recorded in AFN 200308221407 and lands conveyed to John R. Stealey by instrument recorded in Deed Book Volume 96-6014, Page 17 of the Cuyahoga County Records a distance of 170.65 feet to a drill hole in a stone monument at its intersection with the line which separates the aforesaid Original Lot No. 18 from Original Lot No. 19;

COURSE XVII

Thence North 0°53'54" East continuing along said easterly line of land of Stealey and along the easterly line of land conveyed to Brian D. and Catheryn M. Campbell a distance of 206.63 feet to a one-half inch diameter iron pin stake at its intersection with the aforesaid southerly line of land of Kaste;

COURSE XVIII

Thence South 89°34'09" East along said southerly line of land of Kaste a distance of 205.76 feet to a ¾ inch diameter iron pipe at an angle therein;

COURSE XIX

Thence South 89°15'03" East continuing along said southerly line of land of Kaste a distance of 385.02 feet to the Principal Point of Beginning of the easement herein described and containing about 6.362 acres of land as calculated and described in August, 2009 by CT Consultants, Inc. from information shown on plat entitled "Geometric Plan of Falls Walk Subdivision," as proposed, by Stephen Hovancsek & Associates, Inc. and dated December 15, 2008 (last revision dated August 11, 2009).