

**Lake County Land Reutilization Corporation
3389 N. Ridge Road**

**Ohio Department of Development
Brownfield Remediation Program**

August 2026

241185PH23



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

LAKE COUNTY LAND REUTILIZATION CORPORATION

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Linda S. Fredebaugh, Administrative Assistant

LEGAL COUNSEL

James M. Lyons, Esq.

NOTICE TO BIDDERS

Sealed proposals will be received at the office of the Executive Director, Lake County Land Reutilization Corp., 8 North State Street, Ste. 215, Painesville, Ohio 44077 until 12:00 p.m. on September 4, 2026, and will be opened and read immediately thereafter for the

**LAKE COUNTY LAND REUTILIZATION CORPORATION
3389 N. RIDGE ROAD**

**OHIO DEPARTMENT OF DEVELOPMENT
BROWNFIELD REMEDIATION PROGRAM**

COMPLETION DATE: 120 DAYS FROM NOTICE TO PROCEED

This project consists of demolition of a commercial structure, asbestos abatement and underground storage tank removal.

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

Bids must be in accordance with drawings and specifications and on forms available from Verdantas LLC at a non-refundable cost of One Hundred Dollars (\$100.00) for hard copies **and Forty-Five Dollars (\$45.00) for electronic files**. Documents may be ordered by registering and paying online at <https://bids.verdantas.com>. Please contact planroom@verdantas.com or call (440) 530-2351 if you encounter any problems viewing, registering, or paying for the documents.

BY ORDER OF

John M. Rogers
Executive Director

Publish: *Via E-mail to Pre-approved Contractors*
Via Verdantas Plan Room to other potential bidders
and Construction News Agencies
August 21, 2026

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3389 N. Ridge Road	Perry Township, Ohio
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SECTION 1
BID DOCUMENTS

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

- 1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.
- 1.2 Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.
- 1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6 All names must be typed or printed below the signature.
- 1.7 The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8 If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.
- 1.9 After the opening of bids, no Bidder may withdraw their bid for a period of 60 days.

PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1 Before submitting a bid, each Bidder must
 - A. Examine the Contract Documents thoroughly.
 - B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.
 - C. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
 - D. Study and carefully correlate Bidder's observations with the Contract Documents.

- 2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.
- 2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.
- 2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

PART 3 ESTIMATED QUANTITIES

- 3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.
- 3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in their ordering materials.
- 3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.
- 3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.
- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.
- 4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.
- 4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.
- 4.5 Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors, Sub Consultants and other professional service providers proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.
- 5.2 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 5.3 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.
- 5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

PART 6 BID REVIEW BY OWNER

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

- 6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."
- 6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected.
- 6.4 More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.
- 6.5 In evaluating bids, the Owner may consider:
- A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.
 - B. Financial ability and soundness of the Bidder and proposed subcontractors.
 - C. Completeness of all bid forms and bid requirements.
 - D. Alternates and unit prices requested in the Bid Forms.
 - E. Unit prices or schedules of values that are or appear to be unbalanced.
 - F. Previous contractual experience with the Owner.
 - G. Whether or not the bid package complies with the prescribed requirements.
 - H. The proposed completion date, if applicable.
 - I. Any other matter allowed by law or local ordinance or resolution.
- 6.6 Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidder, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 6.7 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

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

PART 7 BID SECURITY

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

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

- 7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
- B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the O.R.C. Section 153.54 Bid guaranty to be filed with bid.

PART 8 CONTRACT BOND

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:
- A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. Sections 153.54 and 153.571.
 - B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per O.R.C. Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms
- 8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.
- 8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

PART 9 AWARD AND EXECUTION OF CONTRACT

- 9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 9.2 The Owner shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 60 day period may be extended.
- 9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

PART 10 INSURANCE

- 10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.
- 10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30

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

- 10.3 The Insurer's affording coverage shall be authorized to transact business in the State of Ohio and be listed on the most current Ohio Department of Insurance list of Ohio Licensed Companies.
- 10.4 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
- 10.5 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11 NON-COLLUSION AFFIDAVIT

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

- 11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.
- 11.4 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

- 12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.
- 12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

PART 13 ORIGINAL DOCUMENTS

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

PART 14 ADDENDA

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

END OF SECTION 01/28/26

BID FORMS

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

SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

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

DATE: _____

PROJECT: «TitleCaps»

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

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

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

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

ACKNOWLEDGMENT

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

CONTRACT

FOR «TitleCaps»

THIS AGREEMENT, 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

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 shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the OWNER may direct. Further he 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 parties.

IN WITNESS WHEREOF: The parties 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**

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

- 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

«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»

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

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)(3).

Affiant further sayeth naught.

By: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

APPROVED SUBCONTRACTORS

PROJECT: «TitleCaps»

PRIME CONTRACTOR: «ContractCAPName»

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

1. Name: _____
Address: _____
City/State/Zip: _____
Description of Work: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____
EIN# _____ Unique Entity ID# _____
2. Name: _____
Address: _____
City/State/Zip: _____
Description of Work: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____
EIN# _____ Unique Entity ID# _____
3. Name: _____
Address: _____
City/State/Zip: _____
Description of Work: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____
EIN# _____ Unique Entity ID# _____
4. Name: _____
Address: _____
City/State/Zip: _____
Description of Work: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____
EIN# _____ Unique Entity ID# _____

«OwnerCaps»

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

Compliance with Air and Water Acts

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

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

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

«ContractFirst» «ContractLast», «ContractTitle» Date

«ContractTitle»

Equal Opportunity Employment Assurance of Compliance

_____ «ContractName» (hereinafter called "Bidder") Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.S. 88-352) to the end that in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, creed or national origin be excluded from employment by the Bidder and hereby gives assurance that it will immediately take any measure to effectuate this agreement.

This assurance is given in consideration of and for the purpose of complying with the Equal Opportunity Employment section in the Instructions to Bidders and to generally qualify the Bidder for award of the contract. The Bidder recognizes and agrees that such contracts or purchase agreement will be extended in reliance on the representations and agreements made in this assurance, and that the Lake County Land Reutilization Corp. shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Bidder, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Bidder.

Date

«ContractFirst» «ContractLast», «ContractTitle»

«ContractName»

Firm

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR «ContractName»	PROJECT NUMBER (If any)
--	-------------------------

INSTRUCTIONS

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

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

CONTRACTOR'S CERTIFICATION

Name and address of Bidder (Include ZIP Code)

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

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
_____ Yes _____ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
_____ Yes _____ No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.
_____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
_____ Yes _____ No

NAME AND TITLE OF SIGNER (Please print or type)

«ContractFirst» «ContractLast», «ContractTitle»

SIGNATURE

DATE

Modeled after form HUD-12

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»

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

CONTRACTOR SCREENING INCLUDING DEBARRMENT CHECK

All contractors will be screened through the System for Award Management (SAM), a Federal Government owned and operated web-site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS, used in procurement and awards processes.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

A) FINDINGS FOR RECOVERY – ORC 9.24

B) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO

**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)~~**
NOT APPLICABLE

REV. 10/6/17

SECTION 3
GENERAL CONDITIONS

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

1.02 Terminology

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

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

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

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

B. Resolving Discrepancies:

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

3.04 Amending and Supplementing Contract Documents

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

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

3.06 *Electronic Data*

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

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

C. *Possible Price and Times Adjustments:*

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

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

4.04 *Underground Facilities*

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

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

B. *Not Shown or Indicated:*

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

5.04 *Contractor's Insurance*

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

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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

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

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

5.07 *Waiver of Rights*

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

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

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

6.03 *Services, Materials, and Equipment*

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

6.04 *Progress Schedule*

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

6.05 *Substitutes and “Or-Equals”*

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

2. *Substitute Items:*

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

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

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

6.10 Taxes

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

6.11 Use of Site and Other Areas

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

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

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

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

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

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

D. Engineer's Review:

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

E. Resubmittal Procedures:

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

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

6.20 *Indemnification*

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

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

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

6.21 *Delegation of Professional Design Services*

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

7.02 *Coordination*

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

7.03 *Legal Relationships*

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

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

9.07 *Determinations for Unit Price Work*

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

10.04 *Notification to Surety*

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

10.05 *Claims*

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

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

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

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

11.01 *Cost of the Work*

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

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

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

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

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

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

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

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

11.02 Allowances

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

B. *Cash Allowances:*

1. Contractor agrees that:

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

C. *Contingency Allowance:*

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

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

11.03 Unit Price Work

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

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

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

12.01 *Change of Contract Price*

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

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

12.02 *Change of Contract Times*

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

12.03 *Delays*

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

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

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

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

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

13.04 *Uncovering Work*

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

13.07 *Correction Period*

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

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

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

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

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

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

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

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

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

B. Review of Applications:

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

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

C. Payment Becomes Due:

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

D. Reduction in Payment:

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

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

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

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

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

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

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment:

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

B. Engineer's Review of Application and Acceptance:

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

C. Payment Becomes Due:

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

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

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

15.03 *Owner May Terminate For Convenience*

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

15.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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SECTION 4
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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

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

SC-2.02 Delete paragraph 2.02A 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 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.

5.05(A)(7) Asbestos Abatement Liability Insurance

(a) WHEN ASBESTOS WILL BE SUBBED TO GENERAL ONTRACTOR

In addition to the insurance requirements in Section 5.04 of the General Conditions and Supplementary Conditions, the asbestos abatement subcontractor shall carry an Asbestos Abatement Liability Policy or Endorsement for same on his Commercial General Liability Policy for the following minimum amounts:

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

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*
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General Aggregate	\$4,000,000*
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- | | |
|---|-------------|
| (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) with Employment Exclusion deleted. | \$1,000,000 |
|---|-------------|

- | | |
|-----------------|-----------|
| (d) Fire Damage | \$100,000 |
|-----------------|-----------|

- (e) *Umbrella Excess Liability – As needed to increase primary policy to required limits.

- (f) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have General Aggregate apply to this project only (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

(c) Umbrella Excess Liability – as needed to increase Primary Policy to specified limits.

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 paragraphs:

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 the Owner listed as the insured for the following limits:

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

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time 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.

5.05(A)(7) Asbestos Abatement Liability Insurance

WHEN ASBESTOS WILL BE SUBBED TO GENERAL ONTRACTOR

In addition to the insurance requirements in Section 5.04 of the General Conditions and Supplementary Conditions, the contractor and any asbestos abatement subcontractor shall carry an Asbestos Abatement Liability Policy or Endorsement for same on his Commercial General Liability Policy for the following minimum amounts:

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

SC-5.06 *Property Insurance*

Property Insurance does not apply.

SC-6.02(C) Add the following Paragraph:

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-6.10(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 and Owner which are applicable during the performance of the work.

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

No retainer will be held on the work; however, all work for each site, including restoration, must be complete prior to invoicing for that site.

SC-14.02 (C) (1) Change "ten days" to "forty-five days"

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

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 Lake County Court of Common Pleas. Arbitration will be entered into only if agreed upon in writing by both parties.

SECTION 5
SPECIFICATIONS

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION OF THE PROJECT

The project is located at 3389 N. Ridge Road, Perry Township, Ohio in Lake County.

1.2 PROJECT DESCRIPTION

- A. The project consists of demolition of a commercial structure and appurtenances, asbestos abatement, proper disconnection and capping of all existing utilities, underground storage tank removal, removal of all excess materials, and site restoration.
- B. See Section 8 Appendix for Pre-Construction Pictures, Asbestos Survey, and Environmental Site Assessment.

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

- A. 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 013119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 PRECONSTRUCTION MEETING

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

END OF SECTION 013119

SECTION 013319.01 - FIELD TEST REPORTING

- AGGREGATE, SOILS, CONCRETE AND ASPHALT

PART 1 - GENERAL

1.1 SUMMARY

- A. The Contractor shall be responsible for the quality of all materials incorporated into the project work and shall be responsible for all costs 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 5,000 SF of slabs; subject to greater frequency due to soil conditions or Engineer's direction.
- c. Proctors or relative density tests shall be performed as often as necessary for the differing soils or granular materials utilized. Proctors shall be run with a minimum of 5 points. Test reports shall show the wet (bulk) weight, dry weight, wet (bulk) density, dry density, moisture content weight and moisture content percentage. Both the dry curve and the wet curve shall be plotted.

3. Concrete Mix Design

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

4. Concrete Field and Laboratory Tests

- a. The laboratory shall cast concrete cylinders and test beams:
 - 1. One set of four cylinders per 50 CY with a minimum of two sets per day. The cylinders shall be broken: one at 7 days, two at 28 days, one at 56 days, unless otherwise directed by the Engineer.
 - 2. One beam per 50 CY with a minimum of two beams per day.

- b. Temperature and unit weight shall be run on fresh concrete at intervals sufficient for the type of structure being placed and a minimum of once per day. Bulk weight, bucket weight, (tare), net weight, bucket factor (bucket volume) and unit weight shall be recorded on the fresh concrete report. Show all batch weights for yield calculations. Slump and air content tests shall be taken a minimum of one test per 20 CY and at least once per day.
- c. All field and laboratory testing shall be performed by technicians certified by the American Concrete Institute (ACI) for the type of testing performed.
- d. Initial cure of all cylinders shall be in a temperature controlled cure box or temperature controlled water tank with a hi-low thermometer. Hi-low temperature readings shall be recorded on the fresh concrete report.

5. Asphalt Mix Design

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

1.3 LABORATORY REPORTS

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

END OF SECTION 013319.01

SECTION 014126 - GENERAL REGULATIONS AND PERMITS

PART 1 - GENERAL

1.1 REGISTRATION

All Contractors and subcontractors shall be registered with the Building Department having jurisdiction. Contact the Building Department for additional registration information.

1.2 PERMITS

The Prime Contractor shall apply for and pay for all permits from the Owner and/or other authorities having jurisdiction.

1.3 ARCHAEOLOGICAL DISCOVERIES

Contractors and subcontractors are required under Ohio Revised Code (O.R.C.) Section 149.53, to notify Ohio's State Historic Preservation Office (SHPO), and to cooperate with that office in archaeological and historic surveys and mitigation efforts if such discoveries are uncovered within the project area.

Contact: Ohio's State Historic Preservation Office
Diana Welling, Resource Protection & Review Department Manager
Phone: 1-614-298-2000
Email: dwelling@ohiohistory.org

Should archaeological discoveries or other activities delay progress of the work, an adjustment in contract time will be made.

END OF SECTION 014126

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 or the responsible authority in the case of the Department of Transportation, Turnpike Commission, or affected railroad. 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 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. Copies of City/County/Health Department Permits and Final Approval of same.
 - G. Ohio EPA 10 Day Notice.
 - H. Asbestos Landfill Manifests.
 - I. During and After Site Pictures.
 - J. Affidavit of Release of Liens.

END OF SECTION 017800

SECTION 024116.13 - BUILDING DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Demolition of residential structures and appurtenances, asbestos abatement, proper disconnection and capping of all existing utilities, removal of all excess materials, and site restoration.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section 017800 "Final Compliance and Submittals" for record document requirements.

1.2 DEFINITIONS

- A. Demolition: Remove and legally dispose of all materials.

1.3 MATERIALS OWNERSHIP

- A. Demolished and removed materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Proposed dust-control measures.
- C. Proposed noise-control measures.
- D. Schedule of demolition activities indicating the following:
 - 1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 - 2. Dates for shutoff, capping, and continuation of utility services.

- E. Photographs - During Construction Pictures - Minimum of ten 4 X 6 pictures taken during various phases of demolition of the structure. All pictures shall show landmarks that were shown in the Pre-Construction pictures.
 - 1. Identify and accurately locate capped utilities. Supply Utility Disconnection Pictures and As Built Drawing – Minimum of one 4 X 6 picture of each utility disconnection at each subplot and an As-Built drawing with adequate reproducible dimensions of the location of the disconnected utilities.
 - 2. ***Must include a photograph of the excavated foundation hole with all debris removed. Hole must also be inspected before backfill procedures begin.***
- F. Landfill and disposal records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Bidder shall be an experienced firm that has successfully completed demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of Work.
- B. Owner assumes no responsibility for actual condition of buildings to be demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Asbestos: Asbestos is present in the buildings to be demolished. Reports on the presence of asbestos are on file for review and use. Examine the report to become aware of locations where asbestos is present. Contractor shall abate all friable material prior to demolition or any pre-demolition activities that may disturb the friable material.
- D. Storage or sale of removed items or materials on-site will not be permitted.
- E. If and whenever the work under this contract requires the excavation, use or occupancy of any public road, public area or public building, the Contractor shall obtain approval of the public agency having jurisdiction of the site.
- F. Until the acceptance by the Owner of any part or all of the work as provided for in the contract, the work shall be under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage whatsoever to any persons, or property arising from the performance or nonperformance of the work.

1.7 SCHEDULING

- A. Notify Engineer prior to any demolition schedule changes.

PART 2 - PRODUCTS

2.1 All materials and installation thereof shall meet ODOT CMS specifications.

2.2 Concrete for replacement of walks or aprons shall be ODOT Class QC.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Perform surveys as the Work progresses to detect and/or prevent hazards resulting from demolition activities.

3.2 UTILITY SERVICES

- A. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving structures to be demolished.
 - 1. Arrange to shut off indicated utilities with utility companies. The Contractor shall be responsible for notifying all utility companies prior to disconnection by the Contractor or Utility Company as applicable. Contractor to comply with all requirements and regulations of governmental or private utility companies.
 - 2. Identify and accurately locate capped utilities. Supply Utility Disconnection Pictures and As Built Drawing – Minimum of one 4 X 6 picture of each utility disconnection at each subplot and an As-Built drawing with adequate reproducible dimensions of the location of the disconnected utilities.

3.3 PREPARATION

- A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations. Collect and dispose of all trash and debris in or around the structure
- B. Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during demolition operations.
- C. Abate all friable ACM.

- D. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- E. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.

3.4 EXPLOSIVES

- A. Explosives: Use of explosives will not be permitted.

3.5 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
 - 1. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.
- C. Property maintenance and site cleanup shall be conducted daily.

3.6 DEMOLITION

- A. Building Demolition: Demolish buildings completely and remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:
 - 1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 - 2. Break up and remove concrete slabs on grade. Break up and remove asphalt paving.
- B. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:
 - 1. Completely remove below-grade construction, including foundation walls and footings.
 - 2. If applicable to site, abandon septic tank in accordance with applicable regulations.

- C. Filling Below-Grade Areas: Completely fill below-grade areas and voids resulting from demolition of buildings and septic tanks and excavations for disconnecting utilities. All backfill under or within a 1:1 zone of influence of pavements, drives, walks, or other structures shall be backfilled with Compacted Granular Backfill in accordance with specification 312323.14. All other backfill shall be Compacted Backfill in accordance with specification 312323.13.
- D. Remove all concrete and or asphalt drives and walks on the site that are not in the Right-Of-Way. Replace any walk or drive aprons in the removed in the Right-Of-Way for utility disconnection.
- E. Remove all trees, shrubs, appurtenances and other excess material within the maintained (landscaped) yard area and anything additional marked with orange paint or ribbon. Remove tree stumps to 18 inches below grade.
- F. No sidewalks, alleys, streets, or public areas shall be used for storage of materials.
- G. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.
- H. Install 4 inches of topsoil, fertilizer, lime, seeding and mulching, and water over all disturbed areas in accordance with ODOT 653 and 659. Provide additional fertilizer and water as needed to establish a thick, lush stand of turf.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Dispose of demolished items and materials promptly. Do not allow demolished materials to accumulate on-site. On-site storage or sale of removed items is prohibited. Transport demolished materials off Owner's property and legally dispose of them. Submit receipts from all disposal and/or landfill facilities.
- B. Burning: Do not burn demolished materials.

END OF SECTION 024116.13

SECTION 026500 - UNDERGROUND STORAGE TANKS REMOVAL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bid Documents, General and Supplementary Conditions and other Contract Documents apply to work of this section.

1.2 SUMMARY

- A. This section includes provisions for the removal of three (3) underground storage tank (UST) systems which include:
- B. Closure Area 1: Four (4), 8,000-gallon gasoline USTs and one (1), 8,000-gallon diesel UST, with approximately 100 feet of underground piping, and four (4) dispensers.
Closure Area 2: One (1) 4,000-gallon kerosene UST with one (1) dispenser located above the UST.
Closure Area 3: One (1) 500-gallon unknown UST, without a dispenser.
- C. The UST removals include the following items:
 - 1. Preparation to Underground Storage Tanks (USTs) Prior to Removal
 - 2. Purging of USTs to Remove Flammable Vapors
 - 3. Testing of USTs for Flammable Vapors and Oxygen Concentration
 - 4. Removal of the USTs and all Related Appurtances from the Excavation Site
 - 5. Proper Storage and Disposal of the USTs
 - 6. Removal, Stockpiling and Disposal of Soil from Tank Excavation
 - 7. Removal of Groundwater from Tank Excavation (if encountered).
 - 8. Backfill of tank excavation.
- D. It is the intent of this contract that the final removal be complete in all aspects and the Contractor shall be responsible for minor details and any necessary special construction/excavation not specifically included in these specifications.

1.3 RELATED SPECIFICATIONS

- A. The following specifications contain requirements that relate to this section.
 - 1. All work not otherwise specified or modified in these specifications shall be done in accordance with the 2023ODOT Construction and Material Specifications.

1.4 QUALITY ASSURANCE

- A. In addition to the requirements of these specifications, comply and obtain any necessary permits within the regulations of the Ohio State Fire Marshal's Bureau of Underground Storage Tank Regulations (BUSTR), the Occupational Safety and Health Administration (OSHA), the Ohio Environmental Protection Agency (OEPA), and the Perry Fire Department regarding the proper removal procedures.
- B. The Contractor is also responsible for arranging for a certified inspector to be on-site.

1.5 SUBMITTALS

- A. Contractor Qualifications: The Contractor shall submit documentation of current Ohio UST removal certification with his bid.
- B. Previous Experience: The Contractor shall provide documentation of at least three (3) completed projects of comparable scope and complexity which are acceptable to the Owner's Agent.
- C. Product Data: The following product data must be submitted for approval prior to the preparation of the USTs prior to removal of same.
 - 1. Calibration records or certification of the Contractor's CGI and/or Oxygen Concentration detector(s).

1.6 JOB CONDITIONS

- A. Utilities: Determine the location of all underground utilities at least 72 hours prior to excavation. Submit requests to have above ground utility cables protected or relocated at least seven (7) days prior to the start of work, as necessary.
- B. Work Area: All work activities shall be limited to the areas specified on the site plans in order to minimize interference with normal operations on the premises.
- C. Site Access: Contractor shall provide access to the site Owner and Owner's Agent for inspection of all construction/excavation activities.

1.7 CONTRACTOR'S/ENGINEER'S USE OF THE PREMISES

- A. General Conditions: In general, during the entire period of the scope of work, the Contractor shall have exclusive use of the premises for construction/excavation activities. Special conditions related to the Contractor's use of the premises are listed below:

1. Keep all excavation, stockpiling, backfilling and site restoration activities confined to the allowable work area specified on the site plans provided.
2. Keep existing driveways and entrances serving the premises clear and available to the Owner, his/her employees and representatives at all times, as well as for the Contractor's access. Do not use these areas for parking or storage of materials.
3. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to a specific site. No storage sheds are to be constructed or installed for temporary use in any location of the project area during project implementation.
4. Lock automotive type vehicles, automobiles, trucks and other mechanized or motorized equipment, when parked or unattended, to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.
5. Smoking or open fires are not permitted within 100 feet of the excavation or stockpile areas.
6. The Contractor shall provide adequate barriers or barricades to restrict objects, equipment or personnel from entering any excavation on-site. These barriers or barricades should consist of high-visibility materials and shall be erected during all periods of inactivity.

1.8 PROJECT COORDINATION

- A. Administrative Requirements: This section specifies administrative and supervisory requirements necessary for project coordination. In general, the Contractor shall assign a Project Coordinator to serve as a liaison between the Contractor and the Owner's Agent. In addition, the Contractor shall coordinate progress meetings and keep daily logs of those meetings and any accidents which may occur.
- B. Accident Reports: The Contractor shall prepare and submit reports of significant accidents occurring at the site or anywhere else while work is in progress. These reports should record and document data and actions and comply with OSHA and industry standards. For the purposes of this section, a significant accident is defined to include events where personal injury is sustained which requires more than first aid (as defined by OSHA) or involves more than one-half day of lost time from work, or where property damage in excess of \$100.00 is sustained, or where the event posed a significant threat of personal injury or property damaged.

1.9 AUTHORITY TO STOP WORK

- A. The Owner's Agent, should the Owner determine hazardous or dangerous conditions exist, has the authority to stop the Contractor's work at any time it is determined that conditions are not within the required specifications and/or governmental regulations. Work shall not continue until conditions have been corrected and steps have been taken to the satisfaction of the Owner's Agent and a written notice has been given to the Contractor to start work again. Standby time required to resolve any specification-related items or regulatory agency violations shall be at the Contractor's expense.

PART 2 – PROJECT DESCRIPTION

2.1 GENERAL

- A. This Section covers the furnishing of all labor, materials, facilities, equipment, services, employee training, permits, and agreements necessary to perform the work required for the removal of the USTs listed in Part 1, above, and associated piping, vents, dispensers, and appurtenances, excavated materials and installation of compacted backfill at each site. This work will be in coordination with these specifications and the OSFMO BUSTR, OSHA and any other applicable federal, state and local regulations. Should the above referenced regulations overlap, the most stringent provision shall be applicable.
- B. The general requirements for the removal of the underground storage tanks will include the following:
 - 1. All bidders shall familiarize themselves with the site and understand the extent of the project plans and specifications.
 - 2. The Contractor shall provide and maintain all equipment, labor and materials necessary to perform all tasks listed in these technical specifications or in written supplemental conditions, in compliance with the project schedule.
 - 3. If necessary, the Contractor shall complete an application for the acceptance of all "petroleum-contaminated" materials at a secure, state-certified soil treatment facility, in accordance with all applicable regulations. The Contractor shall be responsible for the cost of all analyses required by the treatment facility. A copy of these analytical results shall be provided to the Owner's Agent.
 - 4. The Contractor shall be responsible for obtaining the locations of all underground utilities within the project area including, but not limited to, sanitary and storm sewers, electrical, natural gas or telephone lines. The Contractor shall be responsible for notifying all affected utilities at least 72

hours prior to intent to excavate area(s). Requests to have all aboveground utility cables protected or relocated should be submitted to the appropriate utility company one (1) week prior to the project initiation date. The Contractor shall be responsible for all costs associated with damages to any utility(ies) due to activities related to the removal of the underground storage tank(s).

5. The Contractor shall provide access, support, and protection (excluding respiratory protection) to all authorized inspectors, representatives of the Owner's Agent, and authorized visitors.
6. The Contractor shall allow access to the site and excavation areas to the Owner's Agent for the collection of soil and/or groundwater samples to complete the tank closure requirements. The Owner's Agent will provide for the collection and costs associated with screening and testing these samples. The Contractor shall keep the excavations open until the receipt of closure/stockpile analytical results, or until directed by the Owner's Agent.
7. The Contractor shall furnish all invoices documenting the disposal of tank and piping at an approved landfill and the disposal of tank contents with an approved hazardous materials contractor. Local ordinances for transportation and disposal of these materials shall be observed. All excavated petroleum-contaminated materials shall be transported to a soil treatment facility, certified by the State of Ohio. Documentation as to the delivery and treatment of the soil shall be provided by the Contractor to the Owner's Agent.
8. Should rainwater, surface water or groundwater enter the tank excavation at any time, the Contractor shall provide all permits, work, labor, and equipment necessary to pump, separate, temporarily store, and properly treat/dispose of petroleum product/sludge, including piping, filters, temporary storage tanks, oil/water separators, and 55-gallon containers, as appropriate, as directed by the Owner's agent. The Contractor shall be responsible for all costs associated with collection and analysis of water/groundwater to determine whether the material is "petroleum-contaminated". The Contractor shall obtain all necessary analytical data and permits for the proper off-site disposal of rainwater, surface water or groundwater which may enter the excavation. Copies of all permits and analytical data shall be provided to the Owner's Agent.

2.2 MATERIALS AND EXCAVATION

A. Spill Prevention Equipment:

The Contractor shall have appropriate spill equipment on site, and:

1. Spill prevention equipment shall prevent a release of product to the environment when removing the fill pipe, gauge pipe, vapor recovery truck connection, submersible pumps, and other tank fixtures.
2. Spill prevention equipment shall prevent a release of product to the environment when removing the USTs from the excavation site.
3. Spill prevention materials shall consist of drip pans beneath any disconnection of piping, absorbent material specifically for oil and other petroleum products, shovels and at least one (1) 55-gallon polydrum for any contaminated soil as a direct result of a release due to excavation.

B. Excavation Equipment:

1. All necessary equipment for the entire scope of work described shall be supplied by the Contractor as previously stated in section 1.3 (A) of these specifications.

PART 3 - EXECUTION

3.1 GENERAL

- A. A pre-excavation inspection of the underground storage tank area to determine the volume and placement of underground storage tanks, the affected underground utilities and the quantity and type of materials remaining in the tanks.
- B. Preparation of the work areas. The Contractor shall maintain access to the site for the Owner's Agent, his employees or representatives at all times. Plastic sheeting shall be placed on all work surfaces upon which excavated materials are stockpiled. Excavated materials will include concrete, asphalt, soil, fill materials, bedrock or underground storage tank appurtenances. All other stockpiles shall be enclosed by a straw-bale dike to prevent migration of materials and liquids from the stockpile area. All stockpiled materials will be covered with plastic sheeting.
- C. Disconnecting the electrical supply from the existing dispensers and deactivation of the electrical supply at the tank excavation and the circuit breaker. The electrical conduits will then be abandoned in place.

3.2 PREPARATION OF THE USTS PRIOR TO REMOVAL

- A. Observe the special precautions regarding worker exposure to petroleum hydrocarbon liquids, vapors, or wastes; toxicity considerations of petroleum substances.
- B. Drain product piping into the USTs, being careful to avoid spillage, and cap/remove product piping.
- C. Remove residues and liquids from the USTs.

- D. Excavate site directly above the top of the USTs.
- E. Remove fill pipe, gauge pipe, vapor recovery truck connection, submersible pumps, and other tank fixtures.
- F. Cap all non-product lines, except the vent, and plug all other tank openings.

3.3 PURGING OF THE USTS OF ALL FLAMMABLE VAPORS

- A. Purge tanks of all flammable vapors by an effective method approved by the OSFMO and these specifications. The absence of volatile vapors will be verified by the Contractor by use of an explosimeter, which shall be in good working order.
- B. Pump out, to the extent possible, all materials remaining in the underground storage tanks. All materials shall be placed in DOT-approved containers that are in good condition, properly labeled and closed when full. The drummed materials will be shipped off site for re-use, recycling or disposal, in accordance with all DOT and Ohio EPA regulations.
- C. Vent all vapors from the tank at a minimum of twelve (12) feet above grade and three (3) feet above any adjacent roof lines.
- D. USTs may be vented by any of the following means so long as they meet local and state regulations: purging with an inert gas such as Nitrogen (N₂) or Carbon Dioxide (CO₂) through the tank fill opposite the tank vent under low pressure to avoid the generation of static electricity and not exceeding five (5) pounds per square inch (p.s.i.), solid CO₂ (dry ice) at 1.5 pounds per 100 gallons of tank capacity may be added to the tank to displace flammable vapors, or tank vapors may be exhausted by either the use of an educator-type air mover or a diffused air blower.

CAUTION! Purging of the USTs provides a “temporary” vapor-freeing of the tank atmosphere. However, it should be noted that this process is indeed “temporary” and that a combustible gas indicator (CGI) shall be present and in operation at all times during the UST’s removal.

CAUTION! The work area shall be free from sources of ignition such as smoking materials and non-explosion-proof electrical and internal combustion equipment. Prevent the discharge of static electricity and the accumulation of flammable vapors at ground level.

CAUTION! Certain methods of purging the USTs, if chosen, not only displace the flammable vapors inside of the USTs, but also devoid them of oxygen.

3.4 TESTING OF USTS FOR FLAMMABLE VAPORS AND OXYGEN CONCENTRATION

- A. The tank atmosphere and points surrounding the excavation area shall be regularly tested for flammable or combustible vapor concentrations until the USTs are removed from both the excavation and the site. The excavation site shall be regularly tested to ensure safe oxygen levels.
- B. Readings of 10 percent or less of the lower flammable limit must be obtained before the UST is considered safe for removal from the ground.

3.5 TANK REMOVAL

- A. Pumping and removal from site all materials remaining in the underground storage tanks. Materials from tanks will be transported and disposed of in accordance with federal, state and local regulations which govern the transportation, storage and disposal of petroleum products or petroleum-contaminated water.
- B. Uncovering the tanks, leaving the tanks, fittings, valves and piping intact. All excavated materials shall be stockpiled on the prepared stockpile area as detailed in Item B of this Part.
- C. Allow any product left in lines to drain from the piping into the tanks.
- D. Manually remove any remaining materials from the tanks. Materials will be placed in drums or tanker, removed from sites, and disposed of in accordance with federal, state and local regulations.
- E. Remove the tanks from the ground. The tanks to be disposed will be rendered inoperable and internally cleaned prior to leaving the site. The tanks will be transported from the site the day they are taken out of the ground and disposed of in accordance with applicable solid waste regulations.
 - 1. After it has been determined that the USTs have been freed of flammable vapors, excavation around the tanks may proceed.
 - 2. Remove the USTs from the excavation and place them on a level surface, placing blocks of wood to prevent movement of the tank.
 - 3. Open the USTs and clean internally. Place all bottom sludge into properly labeled 55-gallon drums.
 - 4. Load the USTs on a truck trailer and secure them for transportation properly so that the tank vents are at the uppermost point on the USTs.
 - 5. The USTs shall be transported in accordance with all applicable local, state, and federal regulations.

- F. Excavate product and vent lines. The lines will be removed from, and disposed of off-site.
- G. Excavate all backfill material surrounding the underground storage tanks and stockpile the material as detailed in Item B of this Part.

3.6 OVER-EXCAVATION ACTIVITIES

- A. Excavation Following Tank Removal: If necessary as determined by the Owner's Agent, and in accordance with BUSTR regulations, the excavations will be enlarged to remove any "petroleum-contaminated" material from all sides and bottom of the excavations in the following manner:
 - 1. Following tank system and backfill excavation activities, access will be allowed to a representative of the Owner's Agent to conduct soil and/or groundwater sample collection and screening. Based on these screenings, the representative of the Owner's Agent will determine the extent of the excavation activities.
 - 2. The Owner's Agent shall provide for the costs associated with the analysis of the soil and/or groundwater samples collected. A representative of the Owner's Agent shall collect samples from the bottom and sides of the excavation as well as along the product pipeline trenches and underneath the dispenser. These samples shall be screened in the field and submitted to an analytical laboratory for analysis in accordance with current BUSTR regulations. The sample analysis will be expedited in a manner to minimize interference with any additional excavation and/or backfilling activities by the Contractor.
 - 3. In the event that additional excavation is required to remove "petroleum contaminated" materials, no more than 12 inches of native soils will be removed from the bottom and sides of the excavations as well as the product pipeline trenches. Any additional excavation will be conducted only upon receipt of written approval by BUSTR.
 - 4. Excavated materials will be stockpiled on-site as specified in Item B of Part 3.01. If analytical data and approval of a secure, state-certified soil treatment facility has been obtained, the excavated materials removed during enlargement may be loaded directly onto vehicles for transportation to the selected landfill. All local and state regulations concerning the transportation and treatment of "petroleum-contaminated" soils must be observed.

3.7 BACKFILLING

Backfill shall be in accordance with O.D.O.T. 203.

3.8 SITE RESTORATION:

Each site shall be restored by grading of the backfill to the existing grades. Install 4 inches of topsoil, fertilizer, lime, seeding and mulching, and water over all disturbed areas in accordance with ODOT 653 and 659. Provide additional fertilizer and water as needed to establish a thick, lush stand of turf.

3.9 PETROLEUM CONTAMINATED" MATERIAL DISPOSAL:

- A. The criteria for transportation and treatment of "petroleum-contaminated" materials shall include the following:
1. If the excavated and/or stockpiled material is determined to be "petroleum-contaminated" by the Owner's Agent, the Contractor shall provide all work labor and equipment necessary to excavate and transport this material to a secure, state-approved soil treatment facility for disposal. The choice of the facility must be approved by the Owner. Additionally, the Contractor shall provide the necessary analytical data for submittal to the soil treatment facility.
 2. Upon acceptance of the application by the Contractor-chosen, state-certified treatment facility, the "petroleum-contaminated" materials shall be transported to the treatment facility. The Contractor shall be responsible for transportation and treatment costs of this material. All federal, state and local regulations governing the transportation and treatment of "petroleum contaminated" soil shall be observed.
 3. Daily inventory receipts shall be provided to the Owner's Agent for all "petroleum contaminated" materials delivered to the facility.
 4. All plastic sheeting, diking materials and disposable equipment shall be properly disposed of at the Contractor's expense.
 5. Should groundwater enter the excavation, and is determined to be "petroleum-contaminated," the Contractor shall provide all work, labor and equipment necessary to pump, separate, temporarily store, and properly treat/dispose off site the contaminated water which may enter the excavation.
 6. Backfill excavation with suitable embankment per ODOT 203.
 7. Upon completion of all work, the work area shall be restored.
 8. No additional costs for delays due to the testing of any materials by the Owner's Agent shall be claimed by the Contractor.

END OF SECTION 026500

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 (maximum 6 inches compacted depth) 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.

3.2 TESTING

- A. Compaction tests or field density tests shall be taken on all embankment.
- B. Minimum testing shall be as follows: Two (2) tests per lift subject to greater frequency due to soil conditions or Engineer's direction.

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 stone or crushed RPCC. Crushed 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

- A. Compacted granular backfill shall be properly placed in layers (maximum 6 inches compacted depth) 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.

3.2 TESTING

- A. Compaction tests or field density tests shall be taken on all embankment.
- B. Minimum testing shall be as follows: Two (2) tests per lift subject to greater frequency due to soil conditions or Engineer's direction.

END OF SECTION 312323.14

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 John Zampino, PG, Ohio VAP CP#280, Midwest North - Environmental Group Leader, 8150 Sterling Court, Mentor, OH 44077 who can be reached at jzampino@verdantas.com

2 - ASBESTOS SURVEY REPORTS

- 2.1 Asbestos Surveys by Verdantas LLC were relied upon in the preparation of drawings and specifications and are included here in.

3 - PHOTOGRAPHS DURING CONSTRUCTION

- 3.1 **Photographs before, during, and after demolition depicting the structure(s) being demolished with equipment on site and a landmark visible is a requirement of the Neighborhood Initiative Program and must be taken by the Contractor. Failing to take the photographs will result in non-eligibility for the Program and the Contractor will risk breach of contract and non-payment.**
- 3.2 *Must include a photograph of the excavated foundation hole with all debris removed. Hole must also be inspected before backfill procedures begin.*

4 - CONTRACT/CONTRACTOR REQUIREMENTS

- 4.1 There will be no partial payments. Payments will be made upon final inspection by the County and the Consultant and on receipt of an invoice and back-up documentation from the Contractor. **Back up documentation shall include a copy of the EPA Notice, Asbestos Manifests, Asbestos Compliance Certificate, Dump Slips, documentation of Demo Permit and required Inspection Signoffs, documentation of Inspection Sign-off for capping of water and sewer, Certificate of Final Inspection, and Final Release of Lien from the Prime Contractor.** Final Release of Lien forms shall be submitted from all Subcontractors and Material Suppliers (backfill, etc.) after final payment is made to them (which could be after payment to the Prime Contractor).
- 4.2 The Contractor shall not be on any Federal or State Debarment List Prior to award of a demolition contract.
- 4.3 All Contractors must be knowledgeable of and understand Ohio Ethics and Conflict of Interest laws.
- 4.4 The bid and proposal documents shall be an integral part of the contract documents and will be enforceable.
- 4.5 Payments, inspection and change orders are discussed at the Pre-Construction Meeting, which is when the 'Notice to Proceed' is given to the Contractor.

- 4.6 Any dispute which cannot be reconciled after meeting with both parties, will be decided through the Lake County Court of Common Pleas.

5 - DRUG-FREE WORKPLACE PROGRAM

- 5.1 In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6 - DEBARMENT

- 6.1 The Contractor shall not be on any Federal or State Debarment List prior to award of demolition contract.

7 - ETHICS & CONFLICT OF INTEREST

- 7.1 Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

8 - CONTRACTOR'S QUALIFICATION

- 8.1 Bidder shall submit with the bid the Bidder/Subcontractor's Asbestos Removal License from the State of Ohio.

9 - KICKBACKS FROM PUBLIC WORKS EMPLOYEES

- 9.1 Whoever, by force, intimidation, or threat of procuring dismissal from employments, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

10 - INSURANCE

- 10.1 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.
- 10.2 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

11 - WORKING HOURS

- 11.1 No work shall be performed between the hours of 7:30 p.m. and 7:30 p.m. nor on Saturday, Sunday, or legal Holidays, without written permission of the Engineer.

12 - PROJECT COMPLETION

- 12.1 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.

SECTION 8
PREVAILING WAGE RATES

PREVAILING WAGES

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this Contract shall be paid the prevailing wage established by the Ohio Department of Commerce Division of Industrial Compliance (<https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/view-prevailing-wage-rates>). This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The Prevailing Wage Determination Schedule for this project is attached. If the Contractor needs a wage determination for any trade not included herein, he shall contact the Owner's Prevailing Wage Coordinator.

Prevailing Wage Orientation Meeting

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

Prevailing Wage No Work Performed Report

The Prime Contractor and all Subcontractors shall submit Prevailing Wage Reports weekly from the first week of work until the final week of work. This includes weeks when no work is performed. Contractors shall submit a Prevailing Wage Report or the included Non-Performing Week/No Work Report. All prevailing wage reports submitted must be signed.

Prevailing Wage Determination Cover Letter

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)

PREVAILING WAGE THRESHOLD LEVELS

IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

“New” construction threshold for Building Construction:	\$250,000
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“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for Building Construction:	\$75,000
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As of January 1, 2026:

“New” construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	\$101,201
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“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	\$30,320
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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



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

Prevailing Wage Contractor Responsibilities



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

[Collapse All Sections](#)

General Information



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

PW.4

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: _____ **Contract No:** _____ **Payroll No:** _____

Company:¹⁾ _____ **If Sub, GC/Prime Contractor Name:** _____ **Project Name & Location:** _____

Address: _____ **Public Authority (Owner):** _____ **Week Ending:** _____

City, State, Zip _____ **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	Fringes: ☐ Cash ☐ Approved Plans ☐ Cash & Approved Plans	Weekly Payroll Amount								
											8. Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs					
															Fringe Rate Your Company Pays Per Hour				
															H&W	Pens	Vac	Hol	Other
	OT																		
	ST																		
	OT																		
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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 made, directly or indirectly from the total wages earned, other than permissible deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title _____ Signature _____ Date _____

11/14 jc ²⁾Attach additional sheets as necessary. ³⁾Type in continuous line, text will wrap.

Prevailing Wage Notification to Employee

4115.05: ...the contractor or subcontractor shall furnish each employee **NOT covered by a collective bargaining agreement** written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.

Project Name:	Project Number:
Contractor:	
Project Location:	

Prevailing Wage Coordinator	Employee
Public Authority:	Name:
Name of PWC:	Street:
Street:	City:
City:	State/Zip:
State:	Phone Number:
Zip:	Email:
Phone:	Last 4 Digits of SS#:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification:	Prevailing Wage Rate Total Package:	Minus your fringe benefits*:	Your hourly base rate and overtime:
			/
			/
			/
			/
			/
			/

Hourly fringe benefits paid on your behalf by this company (Yearly amount the **company pays** divided by 2080):

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Pension		Holiday	
Pension		Sick Pay	
Other (Specify):		Training	
Other (Specify):		Total Hourly Fringes *	

Contractor's Signature:	Date:
Employee's Signature:	Date:

Certified payroll Report for Non-Performing Week

Date

Contractor:

Subcontractor:

For week beginning on:

For week ending on:

Payroll Number:

Project Number:

Project location:

CERTIFICATION FOR NON-PERFORMING WEEK

I, *Name of Company* the undersigned, am the Prevailing Wage Coordinator with the authority to act for and on behalf of *Company Name* certify under penalty of perjury that no work was performed for the week ending on *Date*. I herein certify under penalty of perjury that all of the above is true and correct as submitted.

Signature

Name, Title, phone number, email address

Select a County: Lake

[DOWNLOAD \(PDF\)](#)

☐ Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
☐ Asbestos Local 207	Asbestos Worker	Commercial	07/08/2026	07/08/2026	View
☐ Asbestos Local 3 Heat & Frost Insulators	Asbestos Worker	Commercial	08/12/2026	08/12/2026	View
☐ Boilermaker Local 744	Boilermaker	Commercial	06/05/2024	06/05/2024	View
☐ Bricklayer Local 23 (Cleveland Marble Finisher)	Bricklayer	Commercial	05/01/2024	05/01/2024	View
☐ Bricklayer Local 23 (Cleveland Marble Mason)	Bricklayer	Commercial	05/01/2024	05/01/2024	View
☐ Bricklayer Local 23 (Cleveland Marble, Terrazzo, & Mosaic)	Bricklayer	Commercial	05/01/2024	05/01/2024	View
☐ Bricklayer Local 23 (Cleveland Terrazzo Finisher)	Bricklayer	Commercial	05/01/2024	05/01/2024	View
☐ Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)	Bricklayer	Commercial	05/06/2026	05/06/2026	View
☐ Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)	Bricklayer	Commercial	05/06/2026	05/06/2026	View
☐ Bricklayer Local 23 (Mentor)	Bricklayer	Commercial	05/06/2026	05/06/2026	View
☐ Bricklayer Local 23 Heavy Hwy (A)	Bricklayer	Commercial	06/10/2026	06/10/2026	View
☐ Bricklayer Local 23 Heavy Hwy (B)	Bricklayer	Commercial	06/10/2026	06/10/2026	View
☐ Carpenter Commercial Zone NEO 1A	Carpenter	Commercial	06/24/2026	06/24/2026	View
☐ Carpenter Floorlayer Zone NEO 1A	Carpenter	Commercial	07/01/2026	07/01/2026	View
☐ Carpenter Hwy Hwy Zone NHH C1-B	Carpenter	Commercial	07/01/2026	07/01/2026	View
☐ Carpenter Insulation Zone NEO 1A	Carpenter	Commercial	07/15/2026	07/15/2026	View
☐ Carpenter Millwright NE Zone M1-A	Carpenter	Commercial	07/01/2026	07/01/2026	View
☐ Carpenter Pile Driver Hwy Hwy Zone NHH P2-B	Carpenter	Commercial	07/01/2026	07/01/2026	View
☐ Cement Mason Local 404	Cement Mason	Commercial	08/19/2026	08/19/2026	View
☐ Cement Mason Local 404 Hwy Hwy	Cement Mason	Commercial	05/01/2026	04/29/2026	View
☐ Electrical Local 673 Inside	Electrical	Commercial	03/04/2026	03/04/2026	View

☐	Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
☐	Electrical Local 673 Inside Lt Commercial Northern	Electrical	Commercial	03/04/2026	03/04/2026	View
☐	Electrical Local 673 Lightning Rod	Electrical	Commercial	11/10/2022	11/10/2022	View
☐	Electrical Local 673 Voice Data Video	Electrical	Commercial	06/14/2023	06/14/2023	View
☐	Electrical Local 71 Cleveland Commercial Projects	Electrical	Commercial	01/21/2026	01/21/2026	View
☐	Electrical Local 71 Cleveland Municipal Power & Transit	Electrical	Commercial	01/21/2026	01/21/2026	View
☐	Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland	Electrical	Commercial	01/21/2026	01/21/2026	View
☐	Electrical Local 71 High Tension Pipe Type Cable	Electrical	Commercial	01/07/2026	01/07/2026	View
☐	Electrical Local 71 Outside Utility Power	Electrical	Commercial	01/07/2026	01/07/2026	View
☐	Electrical Local 71 Underground Residential Distribution	Electrical	Commercial	01/07/2026	01/07/2026	View
☐	Electrical Local 71 Voice Data Video Outside	Electrical	Commercial	03/06/2024	03/06/2024	View
☐	Elevator Local 17	Elevator	Commercial	03/11/2026	03/11/2026	View
☐	Glazier Local 181	Glazier	Commercial	06/17/2026	06/17/2026	View
☐	Ironworker Local 17	Ironworker	Commercial	05/01/2026	04/29/2026	View
☐	Labor HevHwy 1A	Laborer	Commercial	05/01/2026	04/29/2026	View
☐	Labor Local 310	Laborer	Commercial	05/06/2026	05/06/2026	View
☐	Operating Engineers - Building Local 18 - Zone I (A)	Operating Engineer	Commercial	05/01/2026	04/29/2026	View
☐	Operating Engineers - HevHwy Zone I	Operating Engineer	Commercial	05/01/2026	04/29/2026	View
☐	Painter Local 505 Drywall	Painter	Commercial	05/01/2026	04/29/2026	View
☐	Painter Local 639 Sign and Display	Painter	Commercial	06/18/2025	06/18/2025	View
☐	Painter Local 639 Zone 1 Sign	Painter	Commercial	07/30/2025	07/30/2025	View
☐	Painter Local 707	Painter	Commercial	05/01/2026	04/29/2026	View
☐	Painter Local 707 HvyHwy	Painter	Commercial	05/01/2026	04/29/2026	View
☐	Pipefitter Local 120	Pipefitter	Commercial	07/01/2026	07/01/2026	View
☐	Pipefitter Local 120 Mechanical Equipment	Pipefitter	Commercial	05/04/2026	04/29/2026	View
☐	Pipefitter Local 120 Sprinklerfitter	Sprinkler Fitter	Commercial	05/04/2026	04/29/2026	View
☐	Plasterer Local 526	Plasterer	Commercial	05/01/2026	04/29/2026	View
☐	Plumber Local 55	Plumber	Commercial	06/10/2026	06/10/2026	View
☐	Roofer Local 44	Roofer	Commercial	06/17/2026	06/17/2026	View
☐	Sheet Metal Local 33 (Cleveland)	Sheet Metal Worker	Commercial	05/20/2026	05/20/2026	View
☐	Sheet Metal Local 33 Industrial Door	Sheet Metal Worker	Commercial	08/01/2025	07/30/2025	View
☐	Truck Driver Local 436 - HevHwy Class 1	Truck Driver	Commercial	05/28/2025	05/28/2025	View
☐	Truck Driver Local 436 - HevHwy Class 2	Truck Driver	Commercial	05/28/2025	05/28/2025	View

Prevailing Wage Rates - Skilled Crafts

Details

Union

Asbestos Local 207

Change#

LCN01-2026ib

Craft

Asbestos Worker

Effective Date

07/08/2026

Posted Date

07/08/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Asbestos Abatement	\$35.25		\$11.20	\$7.50	\$1.00	\$4.00	\$0.00	\$0.05	\$0.00	\$0.00	\$59.00	\$76.63
Trainee	Percent	BHR										
Trainee 1 Year - 600 Hrs	70.920000	\$25.00	\$11.20	\$1.90	\$1.00	\$1.00	\$0.00	\$0.05	\$0.00	\$0.00	\$40.15	\$52.65

Special Calculation Note

Other: Drug Testing

Ratio

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

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

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

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

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

Details

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

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

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

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Asbestos Local 3 Heat & Frost Insulators	LCN01-2025ib	Asbestos Worker	08/20/2025	08/20/2025

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR										
Asbestos Insulation Worker	\$45.63	\$16.60	\$10.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.98	\$95.80
Fire Stop Specialist	\$45.63	\$16.60	\$10.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.98	\$95.80
Fire Stop Technician	\$37.28	\$16.60	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.38	\$77.02
Apprentice	Percent	BHR									
1st year	56.300000	\$25.69	\$16.60	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.79	\$56.64
2nd year	62.100000	\$28.34	\$16.60	\$2.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.44	\$61.61
3rd year	67.930000	\$31.00	\$16.60	\$3.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.10	\$66.60
4th year	81.700000	\$37.28	\$16.60	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.38	\$77.02

Special Calculation Note

Ratio

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Ashtabula*, Cuyahoga, Erie*, Geauga, Huron, Lake, Lorain

Special Jurisdictional Note

Ashtabula: the townships of Ashtabula, Austinburg, Geneva, Jefferson, Plymouth & Saybrook
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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Boilermaker Local 744	LCN01-2024ib	Boilermaker	06/05/2024	06/05/2024

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
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	BHR										
1st 6 months	70.000000	\$29.89	\$7.07	\$17.74	\$0.78	\$0.00	\$9.56	\$0.34	\$0.00	\$0.00	\$65.38	\$80.33
2nd 6 months	72.500000	\$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	75.000000	\$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	77.500000	\$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	80.000000	\$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	85.000000	\$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	90.000000	\$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	95.000000	\$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 Rates - Skilled Crafts

Details

Union

Bricklayer Local 23 (Cleveland Marble Finisher)

Change#

LCN01-2024ib

Craft

Bricklayer

Effective Date

05/01/2024

Posted Date

05/01/2024

Wage Rates

Classification	BHR	Fringe Benefit Payments							Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
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	BHR										
1st 6 months	60.000000	\$18.31	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.71	\$38.87	
2nd 6 months	70.000000	\$21.36	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$38.57	\$49.26	
3rd 6 months	75.000000	\$22.89	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$40.10	\$51.55	
4th 6 months	80.000000	\$24.42	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$41.63	\$53.83	
5th 6 months	85.000000	\$25.94	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$43.15	\$56.12	
6th 6 months	90.000000	\$27.47	\$11.40	\$5.15	\$0.66	\$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 Rates - Skilled Crafts

Details

Union

Bricklayer Local 23 (Cleveland Marble Mason)

Change#

LCN01-2024ib

Craft

Bricklayer

Effective Date

05/01/2024

Posted Date

05/01/2024

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Bricklayer 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	BHR										
1st 6 Months	60.000000	\$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	65.000000	\$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	70.000000	\$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	75.000000	\$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	80.000000	\$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	85.020000	\$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	45.000000	\$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	45.000000	\$12.22	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.62	\$29.73
2nd Year	50.000000	\$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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 (Cleveland Marble, Terrazzo, & Mosaic)	LCN01-2024ib	Bricklayer	05/01/2024	05/01/2024

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Bricklayer Marble, Terrazzo, Mosaic	\$37.96	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.59	\$78.57
Swing Scaffold Workers	\$38.96	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.59	\$80.07
Stack	\$38.46	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.09	\$79.32
Masonary Maintenance	\$17.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.08	\$25.62
Apprentice	Percent	BHR									
1st 6 months	60.000000	\$22.78	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.18	\$45.56
2nd 6 months	65.000000	\$24.67	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$46.30	\$58.64
3rd 6 months	70.000000	\$26.57	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$48.20	\$61.49
4th 6 months	75.000000	\$28.47	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$50.10	\$64.34
5th 6 months	80.000000	\$30.37	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$52.00	\$67.18
6th 6 months	85.020000	\$32.27	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$53.90	\$70.04
7th 6 months	90.000000	\$34.16	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$55.79	\$72.88
8th 6 months	95.000000	\$36.06	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$57.69	\$75.72
MASON TRAINEES 1st 90 Days	45.000000	\$17.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.08	\$25.62
1st Year after 90 Days	45.000000	\$17.08	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.48	\$37.02
2nd Year	50.000000	\$18.98	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.38	\$39.87

Special Calculation Note

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 3 Apprentices 7-10 Journeyman to 4 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, Geauga, Lake, 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 Rates - Skilled Crafts

Details

Union

Bricklayer Local 23 (Cleveland Terrazzo Finisher)

Change#

LCN01-2024ib

Craft

Bricklayer

Effective Date

05/01/2024

Posted Date

05/01/2024

Wage Rates

		Fringe Benefit Payments							Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification	BHR											
Bricklayer 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	BHR										
1st 6 months	60.000000	\$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	70.000000	\$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	75.000000	\$22.89	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.10	\$51.55
4th 6 months	80.000000	\$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	85.000000	\$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	90.000000	\$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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)	LCN01-2026ib	Bricklayer	05/06/2026	05/06/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Bricklayer Tile Finisher	\$33.25		\$10.20	\$6.37	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.58	\$67.20
Apprentice Tile Finishers	Percent	BHR										
1st 6 months	60.000000	\$19.95	\$10.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.15	\$40.13
2nd 6 months	70.020000	\$23.28	\$10.20	\$6.37	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.61	\$52.25
3rd 6 months	75.000000	\$24.94	\$10.20	\$6.37	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.27	\$54.74
4th 6 months	80.000000	\$26.60	\$10.20	\$6.37	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.93	\$57.23
5th 6 months	85.000000	\$28.26	\$10.20	\$6.37	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.59	\$59.72
6th 6 months	90.000000	\$29.93	\$10.20	\$6.37	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.26	\$62.22

Special Calculation Note

Ratio

1-4 Journeymen to 1 Apprentice
5-10 Journeymen to 2 Apprentices
11-16 Journeymen to 3 Apprentices

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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)	LCN01-2026ib	Bricklayer	05/06/2026	05/06/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Bricklayer Tile Layer	\$38.22		\$10.30	\$2.43	\$0.84	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00	\$58.91	\$78.02
Apprentice	Percent	BHR										
1st 30 days	60.000000	\$22.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.93	\$34.39
1st 6 months months	60.000000	\$22.93	\$10.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.23	\$44.69
2nd 6 months	65.000000	\$24.84	\$10.30	\$2.43	\$0.84	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00	\$45.53	\$57.95
3rd 6 months	70.000000	\$26.75	\$10.30	\$2.43	\$0.84	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00	\$47.44	\$60.81
4th 6 months	75.020000	\$28.67	\$10.30	\$2.43	\$0.84	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00	\$49.36	\$63.70
5th 6 months	80.000000	\$30.58	\$10.30	\$2.43	\$0.84	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00	\$51.27	\$66.56
6th 6 months	85.000000	\$32.49	\$10.30	\$2.43	\$0.84	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00	\$53.18	\$69.42
7th 6 months	90.000000	\$34.40	\$10.30	\$2.43	\$0.84	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00	\$55.09	\$72.29
8th 6 months	95.000000	\$36.31	\$10.30	\$2.43	\$0.84	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00	\$57.00	\$75.16

Special Calculation Note

Ratio

1-4 Journeymen to 1 Apprentice
5-10 Journeymen to 2 Apprentices
11-16 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note)

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina

Special Jurisdictional Note

Details

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 (Mentor)	LCN01-2026ib	Bricklayer	05/06/2026	05/06/2026

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Bricklayer	\$40.73	\$10.78	\$8.94	\$0.90	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$64.35	\$84.72
Cement & Stone Masons	\$40.73	\$10.78	\$8.94	\$0.90	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$64.35	\$84.72
Pointer Caulker Cleaner	\$40.73	\$10.78	\$8.94	\$0.90	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$64.35	\$84.72
Plasterers	\$40.73	\$10.78	\$8.94	\$0.90	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$64.35	\$84.72
Mason Trainees											
1-90 Days	\$24.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.44	\$36.66
91-365 Days	\$24.44	\$10.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.22	\$47.44
366 plus days	\$28.51	\$10.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.29	\$53.55
Apprentice	Percent	BHR									
1st 6 months	60.000000	\$24.44	\$10.78	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$0.00	\$36.12	\$48.34
2nd 6 months	65.000000	\$26.47	\$10.78	\$8.94	\$0.90	\$0.00	\$3.00	\$0.00	\$0.00	\$50.09	\$63.32
3rd 6 months	70.000000	\$28.51	\$10.78	\$8.94	\$0.90	\$0.00	\$3.00	\$0.00	\$0.00	\$52.13	\$66.38
4th 6 months	75.000000	\$30.55	\$10.78	\$8.94	\$0.90	\$0.00	\$3.00	\$0.00	\$0.00	\$54.17	\$69.44
5th 6 months	80.000000	\$32.58	\$10.78	\$8.94	\$0.90	\$0.00	\$3.00	\$0.00	\$0.00	\$56.20	\$72.49
6th 6 months	85.000000	\$34.62	\$10.78	\$8.94	\$0.90	\$0.00	\$3.00	\$0.00	\$0.00	\$58.24	\$75.55
7th 6 months	90.000000	\$36.66	\$10.78	\$8.94	\$0.90	\$0.00	\$3.00	\$0.00	\$0.00	\$60.28	\$78.61
8th 6 months	95.000000	\$38.69	\$10.78	\$8.94	\$0.90	\$0.00	\$3.00	\$0.00	\$0.00	\$62.31	\$81.66

Special Calculation Note

Apprentices must be employed prior to hiring Mason Finisher(s).

Ratio

1-3 Journeymen to 1 Apprentice
4-6 Journeymen to 2 Apprentices
7-9 Journeymen to 3 Apprentices
10-12 Journeymen to 4 Apprentices

1 Apprentice permits 1 Mason Trainee
2 Apprentice permits 1 Mason Trainees
3 Apprentice permits 2 Mason Trainees
4 Apprentice permits 2 Mason Trainees

*Apprentices must be employed prior to hiring Mason Finisher(s).

Jurisdiction (* denotes special jurisdictional note)

Ashtabula, Geauga, Lake

Special Jurisdictional Note

Details

Prevailing Wage Rates - Skilled Crafts

Details

Union

Bricklayer Local 23 Heavy Hwy (A)

Change#

LCN02-2026ib

Craft

Bricklayer

Effective Date

06/10/2026

Posted Date

06/10/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Cement Mason Bricklayer Sewer Water Works A	\$35.31		\$10.71	\$10.14	\$0.59	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$58.55	\$76.21
Apprentice	Percent	BHR										
1st year	70.000000	\$24.72	\$10.71	\$10.14	\$0.59	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$47.96	\$60.32
2nd year	80.000000	\$28.25	\$10.71	\$10.14	\$0.59	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$51.49	\$65.62
3rd year	90.000000	\$31.78	\$10.71	\$10.14	\$0.59	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$55.02	\$70.91

Special Calculation Note

This rate is not for building construction.

This rate applies only to the Cement Masons. All other Bricklaying, PCC, Stone, Tile, Marble, Refractory, Industrial and all other applicable work performed will be performed under the applicable rates for those contracts.

Ratio

3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 3 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

Bricklayer Local 23 Heavy Hwy (A): Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

Bricklayer Local 23 Heavy Hwy (B): Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control, Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rates - Skilled Crafts

Details

Union

Bricklayer Local 23 Heavy Hwy (B)

Change#

LCN02-2026ib

Craft

Bricklayer

Effective Date

06/10/2026

Posted Date

06/10/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$36.31		\$10.71	\$10.14	\$0.60	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$59.56	\$77.72
Apprentice	Percent	BHR										
1st year	70.000000	\$25.42	\$10.71	\$10.14	\$0.60	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$48.67	\$61.38
2nd year	80.000000	\$29.05	\$10.71	\$10.14	\$0.60	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$52.30	\$66.83
3rd year	90.000000	\$32.68	\$10.71	\$10.14	\$0.60	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$55.93	\$72.27

Special Calculation Note

This rate is not for building construction.

This rate applies only to the Cement Masons. All other Bricklaying, PCC, Stone, Tile, Marble, Refractory, Industrial and all other applicable work performed will be performed under the applicable rates for those contracts.

Ratio

3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 3 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

Bricklayer Local 23 Heavy Hwy (A): Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

Bricklayer Local 23 Heavy Hwy (B): Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control, Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Commercial Zone NEO 1A	LCN01-2026ib	Carpenter	06/24/2026	06/24/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Carpenter	\$39.54		\$9.59	\$10.98	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$65.28	\$85.05
Apprentice	Percent	BHR										
1st 3 months	60.000000	\$23.72	\$9.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.31	\$45.17
2nd 3 months	60.000000	\$23.72	\$9.59	\$0.00	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$38.48	\$50.34
2nd 6 months	65.000000	\$25.70	\$9.59	\$0.00	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$40.46	\$53.31
3rd 6 months	70.000000	\$27.68	\$9.59	\$0.00	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$42.44	\$56.28
4th 6 months	75.000000	\$29.66	\$9.59	\$0.00	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$44.42	\$59.25
5th 6 months	80.000000	\$31.63	\$9.59	\$8.78	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$55.17	\$70.98
6th 6 months	85.000000	\$33.61	\$9.59	\$9.33	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$57.70	\$74.50
7th 6 months	90.000000	\$35.59	\$9.59	\$9.88	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$60.23	\$78.03
8th 6 months	95.000000	\$37.56	\$9.59	\$10.43	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$62.75	\$81.53

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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Floorlayer Zone NEO 1A	LCN01-2026ib	Carpenter	07/01/2026	07/01/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Carpenter Floorlayer	\$39.54		\$9.59	\$10.98	\$0.82	\$0.00	\$4.19	\$0.18	\$0.00	\$0.00	\$65.30	\$85.07
Apprentice	Percent	BHR										
1st 3 months	60.000000	\$23.72	\$9.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.31	\$45.17
2nd 3 months	60.000000	\$23.72	\$9.59	\$0.00	\$0.82	\$0.00	\$4.19	\$0.18	\$0.00	\$0.00	\$38.50	\$50.36
2nd 6 months	65.000000	\$25.70	\$9.59	\$0.00	\$0.82	\$0.00	\$4.19	\$0.18	\$0.00	\$0.00	\$40.48	\$53.33
3rd 6 months	70.000000	\$27.68	\$9.59	\$0.00	\$0.82	\$0.00	\$4.19	\$0.18	\$0.00	\$0.00	\$42.46	\$56.30
4th 6 months	75.000000	\$29.66	\$9.59	\$0.00	\$0.82	\$0.00	\$4.19	\$0.18	\$0.00	\$0.00	\$44.44	\$59.27
5th 6 months	80.000000	\$31.63	\$9.59	\$8.78	\$0.82	\$0.00	\$4.19	\$0.18	\$0.00	\$0.00	\$55.19	\$71.00
6th 6 months	85.000000	\$33.61	\$9.59	\$9.33	\$0.82	\$0.00	\$4.19	\$0.18	\$0.00	\$0.00	\$57.72	\$74.53
7th 6 months	90.000000	\$35.59	\$9.59	\$9.88	\$0.82	\$0.00	\$4.19	\$0.18	\$0.00	\$0.00	\$60.25	\$78.05
8th 6 months	95.000000	\$37.56	\$9.59	\$10.43	\$0.82	\$0.00	\$4.19	\$0.18	\$0.00	\$0.00	\$62.77	\$81.55

Special Calculation Note

Other: International Training

Ratio

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Ashtabula, Cuyahoga, Geauga, Lake

Special Jurisdictional Note

Details

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Hev Hwy Zone NHH C1-B	LCN01-2026ib	Carpenter	07/01/2026	07/01/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Carpenter	\$39.55		\$9.59	\$10.98	\$0.82	\$0.00	\$4.19	\$0.15	\$0.00	\$0.00	\$65.28	\$85.05
Apprentice	Percent	BHR										
1st 3 Months	60.000000	\$23.73	\$9.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.32	\$45.19
2nd 3 Months	60.000000	\$23.73	\$9.59	\$0.00	\$0.82	\$0.00	\$4.19	\$0.15	\$0.00	\$0.00	\$38.48	\$50.34
2nd 6 Months	65.000000	\$25.71	\$9.59	\$0.00	\$0.82	\$0.00	\$4.19	\$0.15	\$0.00	\$0.00	\$40.46	\$53.31
3rd 6 Months	70.000000	\$27.68	\$9.59	\$0.00	\$0.82	\$0.00	\$4.19	\$0.15	\$0.00	\$0.00	\$42.43	\$56.27
4th 6 Months	75.000000	\$29.66	\$9.59	\$0.00	\$0.82	\$0.00	\$4.19	\$0.15	\$0.00	\$0.00	\$44.41	\$59.24
5th 6 Months	80.000000	\$31.64	\$9.59	\$8.78	\$0.82	\$0.00	\$4.19	\$0.15	\$0.00	\$0.00	\$55.17	\$70.99
6th 6 Months	85.000000	\$33.62	\$9.59	\$9.33	\$0.82	\$0.00	\$4.19	\$0.15	\$0.00	\$0.00	\$57.70	\$74.51
7th 6 Months	90.000000	\$35.59	\$9.59	\$9.88	\$0.82	\$0.00	\$4.19	\$0.15	\$0.00	\$0.00	\$60.22	\$78.02
8th 6 Months	95.000000	\$37.57	\$9.59	\$10.43	\$0.82	\$0.00	\$4.19	\$0.15	\$0.00	\$0.00	\$62.75	\$81.53

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, placing of rails, crossties, ballast and the construction of bridges, and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

"SEWER WATERWORKS AND UTILITY CONSTRUCTION" work is defined as including construction of all storm sewers, sanitary sewers, supplying and distributing waterlines, gas lines, telephone and television conduit, underground electrical lines, and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.

"SUPPORIVE EXCAVATION AND DEEP FOUNDATIONS" work is all driven and drilled foundations within the building site.

"POWER PLANT SITE" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers or construction of the buildings.

"POLLUTION CONTROL, SEWAGE PLANT, WASTE PLANT AND WATER TREATMENT FACILITIES CONSTRUCTION" WORK shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control facilities.

"SOLAR & WIND FARM" WORK is considered "HEAVY CONSTRUCTION" and includes all work in the construction of solar fields/farms and wind fields/farms (not installations on buildings).

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Insulation Zone NEO 1A	LCN01-2026ib	Carpenter	07/15/2026	07/15/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Carpenter Insulation	\$31.63		\$9.59	\$10.98	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$57.37	\$73.19
Apprentice	Percent	BHR										
1st 3 months	60.000000	\$18.98	\$9.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.57	\$38.06
2nd 3 months	60.000000	\$18.98	\$9.59	\$0.00	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$33.74	\$43.23
2nd 6 months	65.000000	\$20.56	\$9.59	\$0.00	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$35.32	\$45.60
3rd 6 months	70.000000	\$22.14	\$9.59	\$0.00	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$36.90	\$47.97
4th 6 months	75.020000	\$23.73	\$9.59	\$0.00	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$38.49	\$50.35
5th 6 months	80.000000	\$25.30	\$9.59	\$8.78	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$48.84	\$61.49
6th 6 months	85.000000	\$26.89	\$9.59	\$9.33	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$50.98	\$64.42
7th 6 months	90.000000	\$28.47	\$9.59	\$9.88	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$53.11	\$67.34
8th 6 month	95.000000	\$30.05	\$9.59	\$10.43	\$0.82	\$0.00	\$4.20	\$0.15	\$0.00	\$0.00	\$55.24	\$70.27

Special Calculation Note

*Other is Training

Ratio

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Ashtabula, Cuyahoga, Geauga, Lake

Special Jurisdictional Note

Details

An Official State of Ohio site. [Here's how you know](#)

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Millwright NE Zone M1-A	LCN01-2026ib	Carpenter	07/01/2026	07/01/2026

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR										
Carpenter Millwright	\$37.41	\$9.60	\$11.33	\$0.82	\$0.00	\$6.87	\$0.20	\$0.00	\$0.00	\$66.23	\$84.94
Certified Welder	\$38.41	\$9.60	\$11.33	\$0.82	\$0.00	\$6.87	\$0.20	\$0.00	\$0.00	\$67.23	\$86.44
Layout man on Monorail	\$40.22	\$9.60	\$11.33	\$0.82	\$0.00	\$6.87	\$0.20	\$0.00	\$0.00	\$69.04	\$89.15
Apprentice	Percent	BHR									
1st 6 months	60.000000	\$22.45	\$9.60	\$11.33	\$0.82	\$0.00	\$6.87	\$0.20	\$0.00	\$51.27	\$62.49
2nd 6 months	65.000000	\$24.32	\$9.60	\$11.33	\$0.82	\$0.00	\$6.87	\$0.20	\$0.00	\$53.14	\$65.30
3rd 6 months	70.000000	\$26.19	\$9.60	\$11.33	\$0.82	\$0.00	\$6.87	\$0.20	\$0.00	\$55.01	\$68.11
4th 6 months	75.000000	\$28.06	\$9.60	\$11.33	\$0.82	\$0.00	\$6.87	\$0.20	\$0.00	\$56.88	\$70.91
5th 6 months	80.000000	\$29.93	\$9.60	\$11.33	\$0.82	\$0.00	\$6.87	\$0.20	\$0.00	\$58.75	\$73.72
6th 6 months	85.000000	\$31.80	\$9.60	\$11.33	\$0.82	\$0.00	\$6.87	\$0.20	\$0.00	\$60.62	\$76.52
7th 6 months	90.000000	\$33.67	\$9.60	\$11.33	\$0.82	\$0.00	\$6.87	\$0.20	\$0.00	\$62.49	\$79.33
8th 6 months	95.000000	\$35.54	\$9.60	\$11.33	\$0.82	\$0.00	\$6.87	\$0.20	\$0.00	\$64.36	\$82.13

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.

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Prevailing Wage Rates - Skilled Crafts

Details				
Union	Change#	Craft	Effective Date	Posted Date
Carpenter Pile Driver Hev Hwy Zone NHH P2-B	LCN01-2026ib	Carpenter	07/01/2026	07/01/2026

Wage Rates												
			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Carpenter Pile Driver	\$37.35		\$9.55	\$11.33	\$0.82	\$0.00	\$6.98	\$0.20	\$0.00	\$0.00	\$66.23	\$84.91
Diver	\$56.03		\$9.55	\$11.33	\$0.82	\$0.00	\$6.98	\$0.20	\$0.00	\$0.00	\$84.91	\$112.93
Certified Welder	\$38.40		\$9.55	\$11.33	\$0.82	\$0.00	\$6.98	\$0.20	\$0.00	\$0.00	\$67.28	\$86.48
Apprentice	Percent	BHR										
1st 6 months	60.000000	\$22.41	\$9.55	\$11.33	\$0.82	\$0.00	\$6.98	\$0.20	\$0.00	\$0.00	\$51.29	\$62.50
2nd 6 months	65.000000	\$24.28	\$9.55	\$11.33	\$0.82	\$0.00	\$6.98	\$0.20	\$0.00	\$0.00	\$53.16	\$65.30
3rd 6 months	70.000000	\$26.14	\$9.55	\$11.33	\$0.82	\$0.00	\$6.98	\$0.20	\$0.00	\$0.00	\$55.02	\$68.09
4th 6 months	75.000000	\$28.01	\$9.55	\$11.33	\$0.82	\$0.00	\$6.98	\$0.20	\$0.00	\$0.00	\$56.89	\$70.90
5th 6 months	80.000000	\$29.88	\$9.55	\$11.33	\$0.82	\$0.00	\$6.98	\$0.20	\$0.00	\$0.00	\$58.76	\$73.70
6th 6 months	85.000000	\$31.75	\$9.55	\$11.33	\$0.82	\$0.00	\$6.98	\$0.20	\$0.00	\$0.00	\$60.63	\$76.50
7th 6 months	90.000000	\$33.62	\$9.55	\$11.33	\$0.82	\$0.00	\$6.98	\$0.20	\$0.00	\$0.00	\$62.50	\$79.31
8th 6 months	95.000000	\$35.48	\$9.55	\$11.33	\$0.82	\$0.00	\$6.98	\$0.20	\$0.00	\$0.00	\$64.36	\$82.10

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 pile 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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Cement Mason Local 404	LCN01-2026ib	Cement Mason	08/19/2026	08/19/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Cement Mason	\$38.58		\$10.15	\$7.50	\$0.78	\$0.00	\$6.20	\$0.08	\$0.00	\$0.07	\$63.36	\$82.65
Apprentice	Percent	BHR										
1st yr	58.030000	\$22.39	\$10.15	\$7.50	\$0.78	\$0.00	\$3.10	\$0.08	\$0.00	\$0.07	\$44.07	\$55.27
2nd yr	73.040000	\$28.18	\$10.15	\$7.50	\$0.78	\$0.00	\$3.10	\$0.08	\$0.00	\$0.07	\$49.86	\$63.95
3rd yr	83.040000	\$32.04	\$10.15	\$7.50	\$0.78	\$0.00	\$3.10	\$0.08	\$0.00	\$0.07	\$53.72	\$69.74
4th yr	98.030000	\$37.82	\$10.15	\$7.50	\$0.78	\$0.00	\$3.10	\$0.08	\$0.00	\$0.07	\$59.50	\$78.41

Special Calculation Note

OTHER: Training Fund
MISC: Substance Abuse Testing (\$0.04) & Respirator Safety (\$0.03)

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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Cement Mason Local 404 Hev Hwy	LCN01-2026ib	Cement Mason	05/01/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Cement Mason	\$37.29		\$9.50	\$8.05	\$0.75	\$0.00	\$3.74	\$0.08	\$0.00	\$0.00	\$59.41	\$78.06
Apprentice	Percent	BHR										
1st Year	70.000000	\$26.10	\$9.50	\$8.05	\$0.75	\$0.00	\$3.74	\$0.08	\$0.00	\$0.00	\$48.22	\$61.27
2nd Year	80.000000	\$29.83	\$9.50	\$8.05	\$0.75	\$0.00	\$3.74	\$0.08	\$0.00	\$0.00	\$51.95	\$66.86
3rd Year	90.000000	\$33.56	\$9.50	\$8.05	\$0.75	\$0.00	\$3.74	\$0.08	\$0.00	\$0.00	\$55.68	\$72.46
4th Year	95.000000	\$35.43	\$9.50	\$8.05	\$0.75	\$0.00	\$3.74	\$0.08	\$0.00	\$0.00	\$57.55	\$75.26

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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Electrical Local 673 Inside	LCN01-2026ib	Electrical	03/04/2026	03/04/2026

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR										
Electrician	\$41.00	\$7.83	\$8.98	\$0.70	\$0.00	\$6.00	\$1.23	\$0.00	\$0.00	\$65.74	\$86.24
Welder	\$45.10	\$7.83	\$8.98	\$0.70	\$0.00	\$6.00	\$1.35	\$0.00	\$0.00	\$69.96	\$92.51
Apprentice	Percent	BHR									
1st Period	45.0000000	\$18.45	\$7.83	\$0.00	\$0.70	\$0.00	\$0.00	\$0.55	\$0.00	\$27.53	\$36.75
2nd Period	50.0000000	\$20.50	\$7.83	\$0.00	\$0.70	\$0.00	\$0.00	\$0.62	\$0.00	\$29.65	\$39.90
3rd Period	55.0000000	\$22.55	\$7.83	\$8.98	\$0.70	\$0.00	\$6.00	\$0.68	\$0.00	\$46.74	\$58.02
4th Period	65.0000000	\$26.65	\$7.83	\$8.98	\$0.70	\$0.00	\$6.00	\$0.80	\$0.00	\$50.96	\$64.28
5th Period	75.0000000	\$30.75	\$7.83	\$8.98	\$0.70	\$0.00	\$6.00	\$0.92	\$0.00	\$55.18	\$70.56
6th Period	85.0000000	\$34.85	\$7.83	\$8.98	\$0.70	\$0.00	\$6.00	\$1.05	\$0.00	\$59.41	\$76.84

Special Calculation Note

Other: National Electrical Benefit Fund

Ratio

1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices
7 to 9 Journeymen to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note)

Ashtabula*, Geauga*, Lake

Special Jurisdictional Note

The following townships In Ashtabula County are EXCLUDED: Orwell, Colebrook, Williamsfield, Wayne and Windsor.

In Geauga County the following townships are INCLUDED: Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury and Thompson.

Details

Prevailing Wage Rates - Skilled Crafts

Details				
Union	Change#	Craft	Effective Date	Posted Date
Electrical Local 673 Inside Lt Commercial Northern	LCN01-2026ib	Electrical	03/04/2026	03/04/2026

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrician	\$41.00	\$7.83	\$8.98	\$0.70	\$0.00	\$6.00	\$1.23	\$0.00	\$0.00	\$65.74	\$86.24
Welder	\$45.10	\$7.83	\$8.98	\$0.70	\$0.00	\$6.00	\$1.35	\$0.00	\$0.00	\$69.96	\$92.51
CE-3 12,001-14,000 Hrs	\$31.71	\$6.99	\$0.00	\$0.95	\$0.00	\$0.95	\$0.95	\$0.00	\$0.10	\$41.65	\$57.50
CE-2 10,001-12,000 Hrs	\$24.92	\$6.99	\$0.00	\$0.95	\$0.00	\$0.75	\$0.75	\$0.00	\$0.10	\$34.46	\$46.92
CE-1 8,001-10,000 Hrs	\$22.65	\$6.99	\$0.00	\$0.95	\$0.00	\$0.68	\$0.68	\$0.00	\$0.10	\$32.05	\$43.37
CW-4 6,001-8,000 Hrs	\$20.39	\$6.99	\$0.00	\$0.95	\$0.00	\$0.61	\$0.61	\$0.00	\$0.10	\$29.65	\$39.84
CW-3 4,001-6,000 Hrs	\$18.12	\$6.99	\$0.00	\$0.95	\$0.00	\$0.54	\$0.54	\$0.00	\$0.10	\$27.24	\$36.30
CW-2 2,001-4,000 Hrs	\$16.99	\$6.99	\$0.00	\$0.95	\$0.00	\$0.51	\$0.51	\$0.00	\$0.10	\$26.05	\$34.55
CW-1 0-2,000 Hrs	\$15.86	\$6.99	\$0.00	\$0.95	\$0.00	\$0.48	\$0.48	\$0.00	\$0.10	\$24.86	\$32.79
Apprentice	Percent	BHR									
1st Period	45.000000	\$18.45	\$7.83	\$0.50	\$0.70	\$0.00	\$0.00	\$0.00	\$0.00	\$27.48	\$36.70
2nd Period	50.020000	\$20.51	\$7.83	\$0.56	\$0.70	\$0.00	\$0.00	\$0.00	\$0.00	\$29.60	\$39.86
3rd Period	55.000000	\$22.55	\$7.83	\$9.59	\$0.70	\$0.00	\$5.46	\$0.00	\$0.00	\$46.13	\$57.41
4th Period	65.000000	\$26.65	\$7.83	\$9.71	\$0.70	\$0.00	\$5.46	\$0.00	\$0.00	\$50.35	\$63.67
5th Period	75.000000	\$30.75	\$7.83	\$9.82	\$0.70	\$0.00	\$5.46	\$0.00	\$0.00	\$54.56	\$69.94
6th Period	85.000000	\$34.85	\$7.83	\$9.93	\$0.70	\$0.00	\$5.46	\$0.00	\$0.00	\$58.77	\$76.20

Special Calculation Note

Other: National Electrical Benefit Fund
Misc: Central Collection Admin Fee

Ratio

1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices
7 to 9 Journeymen to 6 Apprentices

Construction Electrician and Construction Wireman Ratio There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different 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)

Ashtabula*, Geauga*, Lake

Special Jurisdictional Note

The following townships In Ashtabula County are EXCLUDED: Orwell, Colebrook, Williamsfield, Wayne and Windsor.

In Geauga County the following townships are INCLUDED: Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury and Thompson.

Details

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.

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Electrical Local 673 Lightning Rod	OCR01-2022sks	Electrical	11/10/2022	11/10/2022

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Electrical Lightning Protection	\$30.44		\$7.50	\$0.91	\$0.00	\$2.84	\$1.83	\$0.00	\$0.00	\$0.00	\$43.52	\$58.74
Experience Level	Percent	BHR										
Lightning Protection Installer 1st day-6 months	50.000000	\$15.22	\$7.50	\$0.46	\$0.00	\$0.41	\$0.92	\$0.00	\$0.00	\$0.00	\$24.51	\$32.12
Lightning Protection Installer 2nd 6 months	55.000000	\$16.74	\$7.50	\$0.50	\$0.00	\$0.45	\$1.01	\$0.00	\$0.00	\$0.00	\$26.20	\$34.57
Lightning Protection Installer 3rd 6th months	60.000000	\$18.26	\$7.50	\$0.55	\$0.00	\$0.89	\$1.10	\$0.00	\$0.00	\$0.00	\$28.30	\$37.44
Lightning Protection Installer 4th 6 months months	65.000000	\$19.79	\$7.50	\$0.59	\$0.00	\$0.97	\$1.19	\$0.00	\$0.00	\$0.00	\$30.04	\$39.93
Lightning Protection Installer 3rd Year	70.000000	\$21.31	\$7.50	\$0.64	\$0.00	\$1.52	\$1.28	\$0.00	\$0.00	\$0.00	\$32.25	\$42.90
Lightning Protection Installer 4th Year	80.000000	\$24.35	\$7.50	\$0.73	\$0.00	\$1.73	\$1.46	\$0.00	\$0.00	\$0.00	\$35.77	\$47.95
Lightning Protection Installer 5th Year	90.000000	\$27.40	\$7.50	\$0.82	\$0.00	\$1.95	\$1.65	\$0.00	\$0.00	\$0.00	\$39.32	\$53.01

Special Calculation Note

Ratio

1- 3 Journeyman to 2 Trainee 4-6 Journeyman to 4 Trainee 7-9 Journeyman to 6 Trainee

Jurisdiction (* denotes special jurisdictional note)

Ashtabula, Geauga, Lake

Special Jurisdictional Note

Details

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Electrical Local 673 Voice Data Video	LCN01-2023ib	Electrical	06/14/2023	06/14/2023

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrical Installer Technician	\$28.95	\$10.98	\$0.87	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$42.86	\$57.34
Communication Technician	\$30.20	\$10.98	\$0.91	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$44.15	\$59.25
Senior Technician	\$31.17	\$10.98	\$0.93	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$45.14	\$60.73
Security Tech Level I	\$28.95	\$10.98	\$0.87	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$42.86	\$57.34
Security Tech Level II	\$30.20	\$10.98	\$0.91	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$44.15	\$59.25
Security Tech Level III	\$31.17	\$10.98	\$0.93	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$45.14	\$60.73
Audio Visual Tech Level I	\$28.95	\$10.98	\$0.87	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$42.86	\$57.34
Audio Visual Tech Level II	\$30.20	\$10.98	\$0.91	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$44.15	\$59.25
Audio Visual Tech Level III	\$31.17	\$10.98	\$0.93	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$45.14	\$60.73
Apprentice	Percent	BHR									
1st 6 Months	55.000000	\$15.92	\$10.98	\$0.48	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$29.44	\$37.40
2nd 6 Months	65.000000	\$18.82	\$10.98	\$0.56	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$32.42	\$41.83
2nd Year	75.000000	\$21.71	\$10.98	\$0.65	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$35.40	\$46.26
3rd Year	80.000000	\$23.16	\$10.98	\$0.69	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$36.89	\$48.47
4th Year	85.000000	\$24.61	\$10.98	\$0.74	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$38.39	\$50.69
5th Year	90.000000	\$26.06	\$10.98	\$0.78	\$0.70	\$0.00	\$1.36	\$0.00	\$0.00	\$39.88	\$52.90

Special Calculation Note

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

Ratio

1 to 3 Journeyman to 2 Apprentice 4 to 6 Journeyman to 4 Apprentice 7 to 9 Journeyman to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note)

Ashtabula*, Geauga*, Lake

Special Jurisdictional Note

In Ashtabula County the following townships are excluded: (Orwell, Colebrook, Williamsfield, Wayne and Windsor). In Geauga County the following townships are included: (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury and Thompson)

Details

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 than 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. *Installer Technician: Successful completion of the Installer/Technician Apprenticeship Program or have been certified by the IBEW/NECA Joint Apprenticeship and Training Program as an 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 Training Program as a Communication Technician.

Prevailing Wage Rates - Skilled Crafts

Details

Union

Electrical Local 71 Cleveland Commercial Projects

Change#

LCN01-2026ib

Craft

Electrical

Effective Date

01/21/2026

Posted Date

01/21/2026

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR										
Electrical Lineman	\$61.19	\$7.50	\$1.84	\$0.61	\$0.00	\$14.69	\$1.00	\$0.00	\$0.00	\$86.83	\$117.42
Cable Splicer	\$61.19	\$7.50	\$1.84	\$0.61	\$0.00	\$14.69	\$1.00	\$0.00	\$0.00	\$86.83	\$117.42
Equip. Operator	\$55.07	\$7.50	\$1.65	\$0.55	\$0.00	\$13.22	\$1.00	\$0.00	\$0.00	\$78.99	\$106.53
Groundman 0 to 12 months	\$36.71	\$7.50	\$1.10	\$0.37	\$0.00	\$8.81	\$1.00	\$0.00	\$0.00	\$55.49	\$73.84
Groundman 1 year plus	\$42.83	\$7.50	\$1.28	\$0.43	\$0.00	\$10.28	\$1.00	\$0.00	\$0.00	\$63.32	\$84.73
Apprentice Linemen	Percent	BHR									
1st 1000 Hrs	60.000000	\$36.71	\$7.50	\$1.10	\$0.37	\$0.00	\$8.81	\$1.00	\$0.00	\$55.49	\$73.84
2nd 1000 Hrs	65.000000	\$39.77	\$7.50	\$1.19	\$0.40	\$0.00	\$9.54	\$1.00	\$0.00	\$59.40	\$79.28
3rd 1000 Hrs	70.000000	\$42.83	\$7.50	\$1.28	\$0.43	\$0.00	\$10.28	\$1.00	\$0.00	\$63.32	\$84.73
4th 1000 Hrs	75.000000	\$45.89	\$7.50	\$1.38	\$0.46	\$0.00	\$11.01	\$1.00	\$0.00	\$67.24	\$90.19
5th 1000 Hrs	80.000000	\$48.95	\$7.50	\$1.47	\$0.49	\$0.00	\$11.75	\$1.00	\$0.00	\$71.16	\$95.64
6th 1000 Hrs	85.000000	\$52.01	\$7.50	\$1.56	\$0.55	\$0.00	\$12.48	\$1.00	\$0.00	\$75.10	\$101.11
7th 1000 Hrs	90.000000	\$55.07	\$7.50	\$1.65	\$0.55	\$0.00	\$13.22	\$1.00	\$0.00	\$78.99	\$106.53

Special Calculation Note

Other: 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 Rates - Skilled Crafts

Details

Union

Electrical Local 71 Cleveland Municipal Power & Transit

Change#

LCN01-2025ib

Craft

Electrical

Effective Date

01/21/2026

Posted Date

01/21/2026

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrical Lineman	\$56.91	\$7.50	\$1.71	\$0.57	\$0.00	\$13.09	\$1.00	\$0.00	\$0.00	\$80.78	\$109.23
Cable Splicer	\$56.91	\$7.50	\$1.71	\$0.57	\$0.00	\$13.09	\$1.00	\$0.00	\$0.00	\$80.78	\$109.23
Equip. Operator	\$51.22	\$7.50	\$1.54	\$0.51	\$0.00	\$11.78	\$1.00	\$0.00	\$0.00	\$73.55	\$99.16
Groundman 0 to 12 months	\$34.15	\$7.50	\$1.02	\$0.34	\$0.00	\$7.85	\$1.00	\$0.00	\$0.00	\$51.86	\$68.94
Groundman 1 Year or More	\$39.84	\$7.50	\$1.20	\$0.40	\$0.00	\$9.16	\$1.00	\$0.00	\$0.00	\$59.10	\$79.02
Apprentice Linemen	Percent	BHR									
1st 1000 Hrs	60.000000	\$34.15	\$7.50	\$1.02	\$0.34	\$0.00	\$7.85	\$1.00	\$0.00	\$51.86	\$68.94
2nd 1000 Hrs	65.000000	\$36.99	\$7.50	\$1.11	\$0.37	\$0.00	\$8.51	\$1.00	\$0.00	\$55.48	\$73.97
3rd 1000 Hrs	70.000000	\$39.84	\$7.50	\$1.20	\$0.40	\$0.00	\$9.16	\$1.00	\$0.00	\$59.10	\$79.02
4th 1000 Hrs	75.000000	\$42.68	\$7.50	\$1.28	\$0.43	\$0.00	\$9.82	\$1.00	\$0.00	\$62.71	\$84.05
5th 1000 Hrs	80.000000	\$45.53	\$7.50	\$1.37	\$0.46	\$0.00	\$10.47	\$1.00	\$0.00	\$66.33	\$89.09
6th 1000 Hrs	85.000000	\$48.37	\$7.50	\$1.45	\$0.48	\$0.00	\$11.13	\$1.00	\$0.00	\$69.93	\$94.11
7th 1000 Hrs	90.000000	\$51.22	\$7.50	\$1.54	\$0.51	\$0.00	\$11.78	\$1.00	\$0.00	\$73.55	\$99.16

Special Calculation Note

Other: 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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland	LCN01-2026ib	Electrical	01/21/2026	01/21/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Electrical Lineman	\$45.50		\$7.50	\$1.37	\$0.46	\$0.00	\$10.01	\$0.75	\$0.00	\$0.00	\$65.59	\$88.34
Traffic Signal & Lighting Journeyman	\$45.50		\$7.50	\$1.37	\$0.46	\$0.00	\$10.01	\$0.75	\$0.00	\$0.00	\$65.59	\$88.34
Equipment Operator	\$41.32		\$7.50	\$1.24	\$0.41	\$0.00	\$9.09	\$0.75	\$0.00	\$0.00	\$60.31	\$80.97
Groundman 0 to 1 Year	\$27.06		\$7.50	\$0.81	\$0.27	\$0.00	\$5.95	\$0.75	\$0.00	\$0.00	\$42.34	\$55.87
Groundman 1 Year or more	\$32.09		\$7.50	\$0.96	\$0.32	\$0.00	\$7.06	\$0.75	\$0.00	\$0.00	\$48.68	\$64.73
Traffic Apprentice	Percent	BHR										
1st 1,000 Hours	60.000000	\$27.30	\$7.50	\$0.82	\$0.27	\$0.00	\$6.01	\$0.75	\$0.00	\$0.00	\$42.65	\$56.30
2nd 1,000 Hours	65.000000	\$29.57	\$7.50	\$0.89	\$0.30	\$0.00	\$6.51	\$0.75	\$0.00	\$0.00	\$45.52	\$60.31
3rd 1,000 Hours	70.000000	\$31.85	\$7.50	\$0.96	\$0.32	\$0.00	\$7.01	\$0.75	\$0.00	\$0.00	\$48.39	\$64.31
4th 1,000 Hours	75.000000	\$34.13	\$7.50	\$1.02	\$0.34	\$0.00	\$7.51	\$0.75	\$0.00	\$0.00	\$51.25	\$68.31
5th 1,000 Hours	80.000000	\$36.40	\$7.50	\$1.09	\$0.36	\$0.00	\$8.01	\$0.75	\$0.00	\$0.00	\$54.11	\$72.31
6th 1,000 Hours	90.000000	\$40.95	\$7.50	\$1.23	\$0.41	\$0.00	\$9.01	\$0.75	\$0.00	\$0.00	\$59.85	\$80.33

Special Calculation Note

Other: 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 Rates - Skilled Crafts

Details				
Union	Change#	Craft	Effective Date	Posted Date
Electrical Local 71 High Tension Pipe Type Cable	LCN01-2026ib	Electrical	01/07/2026	01/07/2026

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification	BHR											
Electrical Lineman	\$54.94	\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30	
Certified Lineman Welder	\$54.94	\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30	
Certified Cable Splicer	\$54.94	\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30	
Operator A	\$49.20	\$7.50	\$1.48	\$0.49	\$0.00	\$11.81	\$1.00	\$0.00	\$0.00	\$71.48	\$96.08	
Operator B	\$43.52	\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97	
Operator C	\$34.93	\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.21	\$70.67	
Groundman 0-12 months Exp	\$27.47	\$7.50	\$0.82	\$0.27	\$0.00	\$6.59	\$1.00	\$0.00	\$0.00	\$43.65	\$57.38	
Groundman 0-12 months Exp w/CDL	\$30.22	\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29	
Groundman 1 yr or more	\$30.22	\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29	
Groundman 1 yr or more w/CDL	\$35.71	\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$0.00	\$54.21	\$72.06	
Equipment Mechanic A	\$43.52	\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97	
Equipment Mechanic B	\$39.22	\$7.50	\$1.18	\$0.39	\$0.00	\$9.41	\$1.00	\$0.00	\$0.00	\$58.70	\$78.31	
Equipment Mechanic C	\$34.92	\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.20	\$70.66	
X-Ray Technician	\$54.94	\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30	
Apprentice	Percent	BHR										
1st 1000 hrs	60.000000	\$32.96	\$7.50	\$0.99	\$0.33	\$0.00	\$7.91	\$1.00	\$0.00	\$0.00	\$50.69	\$67.17
2nd 1000 hrs	65.000000	\$35.71	\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$0.00	\$54.21	\$72.06
3rd 1000 hrs	70.000000	\$38.46	\$7.50	\$1.15	\$0.38	\$0.00	\$9.23	\$1.00	\$0.00	\$0.00	\$57.72	\$76.95
4th 1000 hrs	75.000000	\$41.20	\$7.50	\$1.24	\$0.41	\$0.00	\$9.89	\$1.00	\$0.00	\$0.00	\$61.24	\$81.84
5th 1000 hrs	80.000000	\$43.95	\$7.50	\$1.32	\$0.44	\$0.00	\$10.55	\$1.00	\$0.00	\$0.00	\$64.76	\$86.74
6th 1000 hrs	85.000000	\$46.70	\$7.50	\$1.39	\$0.47	\$0.00	\$11.21	\$1.00	\$0.00	\$0.00	\$68.27	\$91.62
7th 1000 hrs	90.000000	\$49.45	\$7.50	\$1.48	\$0.49	\$0.00	\$11.87	\$1.00	\$0.00	\$0.00	\$71.79	\$96.52

Special Calculation Note

Other is Health Reimbursement Account

Ratio

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).
Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.
Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Special Notes:

When Cable Splicer helpers are used, they must be a Journeyman Lineman.

Pipe installation, holiday testing, welding, cable splicing operation of vacuum pumps and cable pulling equipment and all work requiring the use of hand tools shall be done by Journeymen and Apprentices. Pipe coating, manhole preparations and conditioning, nitrogen connections and flowmeter installation shall be done by or under the direct supervision of a Journeyman.

At least two (2) Journeyman Linemen in addition to certified lineman welders shall be employed to install high voltage pipe.

When pulling cable, at least six (6) of the workmen shall be no less than Journeyman classifications. When pumping oil, only Journeyman Lineman or equipment operators shall be permitted to operate degasifying and oil pumping equipment

Prevailing Wage Rates - Skilled Crafts

Details				
Union	Change#	Craft	Effective Date	Posted Date
Electrical Local 71 Outside Utility Power	LCN01-2026ib	Electrical	01/07/2026	01/07/2026

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR										
Electrical Lineman	\$52.03	\$7.50	\$1.56	\$0.52	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.10	\$101.12
Substation Technician	\$52.03	\$7.50	\$1.56	\$0.50	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.08	\$101.09
Cable Splicer	\$54.50	\$7.50	\$1.64	\$0.55	\$0.00	\$13.08	\$1.00	\$0.00	\$0.00	\$78.27	\$105.52
Operator A	\$46.61	\$7.50	\$1.40	\$0.47	\$0.00	\$11.19	\$1.00	\$0.00	\$0.00	\$68.17	\$91.47
Operator B	\$41.17	\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Operator C	\$33.00	\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Groundman 0-12 months Exp	\$26.02	\$7.50	\$0.78	\$0.26	\$0.00	\$6.24	\$1.00	\$0.00	\$0.00	\$41.80	\$54.81
Groundman 0-12 months Exp w/CDL	\$28.62	\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more	\$28.62	\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more w/CDL	\$33.82	\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
Equipment Mechanic A	\$41.17	\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Equipment Mechanic B	\$37.09	\$7.50	\$1.11	\$0.37	\$0.00	\$8.90	\$1.00	\$0.00	\$0.00	\$55.97	\$74.52
Equipment Mechanic C	\$33.00	\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Line Truck w/auger	\$36.40	\$7.50	\$1.09	\$0.36	\$0.00	\$8.71	\$1.00	\$0.00	\$0.00	\$55.06	\$73.26
Apprentice	Percent	BHR									
1st 1000 hrs	60.000000	\$31.22	\$7.50	\$0.94	\$0.31	\$0.00	\$7.49	\$1.00	\$0.00	\$48.46	\$64.07
2nd 1000 hrs	65.000000	\$33.82	\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$51.79	\$68.70
3rd 1000 hrs	70.000000	\$36.42	\$7.50	\$1.09	\$0.36	\$0.00	\$8.74	\$1.00	\$0.00	\$55.11	\$73.32
4th 1000 hrs	75.000000	\$39.02	\$7.50	\$1.17	\$0.39	\$0.00	\$9.37	\$1.00	\$0.00	\$58.45	\$77.96
5th 1000 hrs	80.000000	\$41.62	\$7.50	\$1.25	\$0.44	\$0.00	\$9.99	\$1.00	\$0.00	\$61.80	\$82.61
6th 1000 hrs	85.000000	\$44.23	\$7.50	\$1.33	\$0.44	\$0.00	\$10.61	\$1.00	\$0.00	\$65.11	\$87.22
7th 1000 hrs	90.000000	\$46.83	\$7.50	\$1.40	\$0.47	\$0.00	\$11.24	\$1.00	\$0.00	\$68.44	\$91.86

Special Calculation Note

Other: Health Reimbursement Account

Ratio

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).
Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.
Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Prevailing Wage Rates - Skilled Crafts

Details

Union

Electrical Local 71 Underground Residential Distribution

Change#

LCN01-2026ib

Craft

Electrical

Effective Date

01/07/2026

Posted Date

01/07/2026

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
URD Electrician	\$39.42	\$7.50	\$1.18	\$0.39	\$0.00	\$9.43	\$1.00	\$0.00	\$0.00	\$58.92	\$78.63
Equipment Operator A	\$35.24	\$7.50	\$1.06	\$0.35	\$0.00	\$8.46	\$1.00	\$0.00	\$0.00	\$53.61	\$71.23
Equipment Operator B	\$32.34	\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$1.00	\$0.00	\$0.00	\$49.89	\$66.06
Directional Drill Locator	\$35.24	\$7.50	\$1.06	\$0.35	\$0.00	\$8.46	\$1.00	\$0.00	\$0.00	\$53.61	\$71.23
Directional Drill Operator	\$32.34	\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$1.00	\$0.00	\$0.00	\$49.89	\$66.06
Groundman 0-12 months Exp	\$25.50	\$7.50	\$0.77	\$0.26	\$0.00	\$6.12	\$1.00	\$0.00	\$0.00	\$41.15	\$53.90
Groundman 0-12 months Exp w/CDL	\$28.15	\$7.50	\$0.84	\$0.28	\$0.00	\$6.76	\$1.00	\$0.00	\$0.00	\$44.53	\$58.60
Groundman 1 yr or more	\$28.15	\$7.50	\$0.84	\$0.28	\$0.00	\$6.76	\$1.00	\$0.00	\$0.00	\$44.53	\$58.60
Groundman 1 yr or more w/CDL	\$33.47	\$7.50	\$1.00	\$0.33	\$0.00	\$8.03	\$1.00	\$0.00	\$0.00	\$51.33	\$68.06
Apprentice	Percent	BHR									
1st 1000 hrs	80.000000	\$31.54	\$7.50	\$0.95	\$0.32	\$0.00	\$7.57	\$1.00	\$0.00	\$48.88	\$64.65
2nd 1000 hrs	85.000000	\$33.51	\$7.50	\$1.01	\$0.34	\$0.00	\$8.04	\$1.00	\$0.00	\$51.40	\$68.16
3rd 1000 hrs	90.000000	\$35.48	\$7.50	\$1.06	\$0.35	\$0.00	\$8.51	\$1.00	\$0.00	\$53.90	\$71.64
4th 1000 hrs	95.000000	\$37.45	\$7.50	\$1.12	\$0.37	\$0.00	\$8.99	\$1.00	\$0.00	\$56.43	\$75.16

Special Calculation Note

Other: Health Reimbursement Account

Ratio

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

This work applies to projects designated for any outside Underground Residential Distribution construction work for electrical utilities, municipalities and rural electrification projects.

Prevailing Wage Rates - Skilled Crafts

Details

Union

Electrical Local 71 Voice Data Video Outside

Change#

LCN02-2024ib

Craft

Electrical

Effective Date

03/06/2024

Posted Date

03/06/2024

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrical Installer Technician I	\$35.39	\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$0.00	\$45.47	\$63.17
Installer Technician II	\$33.37	\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$0.00	\$43.29	\$59.98
Installer Repairman	\$33.37	\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$0.00	\$43.29	\$59.98
Equipment Operator II	\$24.98	\$7.25	\$0.75	\$0.00	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$34.23	\$46.72
Cable Splicer	\$35.39	\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$0.00	\$45.47	\$63.17
Ground Driver W/CDL	\$16.69	\$7.25	\$0.50	\$0.00	\$0.00	\$0.83	\$0.00	\$0.00	\$0.00	\$25.27	\$33.62
Groundman	\$14.57	\$7.25	\$0.44	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$0.00	\$22.99	\$30.28
Trainees	Percent	BHR									
Trainee F	50.010000	\$17.70	\$7.25	\$0.53	\$0.00	\$0.89	\$0.00	\$0.00	\$0.00	\$26.37	\$35.22
Trainee E	58.000000	\$20.53	\$7.25	\$0.62	\$0.00	\$1.03	\$0.00	\$0.00	\$0.00	\$29.43	\$39.69
Trainee D	66.000000	\$23.36	\$7.25	\$0.70	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00	\$32.48	\$44.16
Trainee C	74.000000	\$26.19	\$7.25	\$0.79	\$0.00	\$1.31	\$0.00	\$0.00	\$0.00	\$35.54	\$48.63
Trainee B	82.000000	\$29.02	\$7.25	\$0.87	\$0.00	\$1.45	\$0.00	\$0.00	\$0.00	\$38.59	\$53.10
Trainee A	90.000000	\$31.85	\$7.25	\$0.96	\$0.00	\$1.59	\$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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Elevator Local 17	LCN01-2026ib	Elevator	03/11/2026	03/11/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Elevator Mechanic	\$66.52		\$16.37	\$11.06	\$0.85	\$5.32	\$10.70	\$2.50	\$0.00	\$0.00	\$113.32	\$146.58
Apprentice	Percent	BHR										
0-6months Probation	50.000000	\$33.26	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.26	\$51.89
1st year	55.000000	\$36.59	\$16.37	\$11.06	\$0.85	\$2.20	\$10.70	\$1.38	\$0.00	\$0.00	\$79.15	\$97.45
2nd year	65.000000	\$43.24	\$16.37	\$11.06	\$0.85	\$2.59	\$10.70	\$1.63	\$0.00	\$0.00	\$86.44	\$108.06
3rd year	70.000000	\$46.56	\$16.37	\$11.06	\$0.85	\$2.79	\$10.70	\$1.75	\$0.00	\$0.00	\$90.08	\$113.36
4th year	80.000000	\$53.22	\$16.37	\$11.06	\$0.85	\$3.19	\$10.70	\$2.00	\$0.00	\$0.00	\$97.39	\$124.00
Assistant Mechanic	80.000000	\$53.22	\$16.37	\$11.06	\$0.85	\$4.26	\$10.70	\$2.00	\$0.00	\$0.00	\$98.46	\$125.07
Helper	70.000000	\$46.56	\$16.37	\$11.06	\$0.85	\$3.72	\$10.70	\$1.75	\$0.00	\$0.00	\$91.01	\$114.29

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: 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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Glazier Local 181	LCN01-2026ib	Glazier	06/17/2026	06/17/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Glazier	\$38.00		\$9.92	\$12.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.97	\$79.97
Apprentice	Percent	BHR										
1st Year	65.000000	\$24.70	\$9.92	\$1.02	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.09	\$48.44
2nd Year	70.000000	\$26.60	\$9.92	\$3.52	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.49	\$53.79
3rd Year	80.000000	\$30.40	\$9.92	\$7.69	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.46	\$63.66
4th Year	90.000000	\$34.20	\$9.92	\$8.53	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.10	\$70.20

Special Calculation Note

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 an additional \$1.50 per hour.

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 Route 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

Prevailing Wage Rates - Skilled Crafts

Details				
Union	Change#	Craft	Effective Date	Posted Date
Ironworker Local 17	LCN01-2026ib	Ironworker	05/01/2026	04/29/2026

Wage Rates												
			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Ironworker	\$39.48		\$9.14	\$10.00	\$0.72	\$2.50	\$8.00	\$0.00	\$0.00	\$0.00	\$69.84	\$89.58
Apprentice	Percent	BHR										
1st Year - 1st 6 Months	60.000000	\$23.69	\$9.14	\$10.00	\$0.72	\$2.50	\$8.00	\$0.00	\$0.00	\$0.00	\$54.05	\$65.90
1st Year - 2nd 6 Months	65.000000	\$25.66	\$9.14	\$10.00	\$0.72	\$2.50	\$8.00	\$0.00	\$0.00	\$0.00	\$56.02	\$68.85
2nd Year - 1st 6 Months	70.000000	\$27.64	\$9.14	\$10.00	\$0.72	\$2.50	\$8.00	\$0.00	\$0.00	\$0.00	\$58.00	\$71.82
2nd Year - 2nd 6 Months	75.000000	\$29.61	\$9.14	\$10.00	\$0.72	\$2.50	\$8.00	\$0.00	\$0.00	\$0.00	\$59.97	\$74.78
3rd Year - 1st 6 Months	80.000000	\$31.58	\$9.14	\$10.00	\$0.72	\$2.50	\$8.00	\$0.00	\$0.00	\$0.00	\$61.94	\$77.73
3rd Year - 2nd 6 Months	85.000000	\$33.56	\$9.14	\$10.00	\$0.72	\$2.50	\$8.00	\$0.00	\$0.00	\$0.00	\$63.92	\$80.70
4th Year - 1st 6 Months	90.000000	\$35.53	\$9.14	\$10.00	\$0.72	\$2.50	\$8.00	\$0.00	\$0.00	\$0.00	\$65.89	\$83.66
4th Year - 2nd 6 Months	95.000000	\$37.51	\$9.14	\$10.00	\$0.72	\$2.50	\$8.00	\$0.00	\$0.00	\$0.00	\$67.87	\$86.63

Special Calculation Note

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 Metal Trusses

Jurisdiction (* denotes special jurisdictional note)

Ashland*, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Ottawa*, Portage, Summit

Special Jurisdictional Note

WEST BOUNDARY LINE: Sandusky, Ohio - Columbus Avenue north to Sandusky Bay (and/or Lake Erie); Columbus Avenue 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 is to be within the jurisdiction of Local Union No.55, Toledo, Ohio. All territory to the east of the boundary line is to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio. Kelly's Island is to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio. All bridges, tunnels, viaducts, etc., relative to these boundary lines shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

EAST BOUNDARY LINE: Ashtabula, Ohio - All territory from the Geauga County Line on the West boundary North of State Route 6 and West of State Route 11 and North of Interstate Route 90 to the Pennsylvania Line on the East boundary shall fall under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

SOUTH BOUNDARY LINE: Canton, Ohio - All territory north of old Route 224 line to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio. All bridges, tunnels, viaducts, signs, etc., relative to old Route 224 line to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio. All territory south of old Route 224 line is to be within the jurisdiction of Local Union No. 550, Canton, Ohio, except for everything within the city limits of Barberton, Ohio, which shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

SOUTHEAST BOUNDARY: West of a line from Middlefield to Shalersville to Deerfield, shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio. East of a line from Middlefield, to Shalersville to Deerfield, shall be under the jurisdiction of Local Union No. 207, Youngstown, Ohio. Local Union No. 17, Cleveland, Ohio and Local Union No. 207, Youngstown, Ohio has agreed that the Ohio County of Ashtabula, shall be as follows: Ashtabula County in Ohio-All territory from the Portage County Line on the West boundary South of State Route 6 and East of State Route 11 and South of Interstate Route 90 to the Pennsylvania Line on the East boundary shall fall under the jurisdiction of Local Union 207, Youngstown, Ohio. Everything south, starting at the Geauga County line, shall be under the jurisdiction of Local Union No. 207, Youngstown, Ohio.

NORTH BOUNDARY: The east boundary line and the west boundary line continuing north half-way across Lake Erie.

Details

Prevailing Wage Rates - Skilled Crafts

Details

Union

Labor HevHwy 1A

Change#

LCN01-2026ib

Craft

Laborer

Effective Date

05/01/2026

Posted Date

04/29/2026

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Laborer Group 1	\$40.43	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$57.53	\$77.75
Group 2	\$40.60	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$57.70	\$78.00
Group 3	\$40.93	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$58.03	\$78.50
Group 4	\$41.38	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$58.48	\$79.17
Watch Person	\$32.00	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.10	\$65.10
Apprentice	Percent	BHR									
0-1000 hrs	80.000000	\$32.34	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.10	\$0.00	\$49.44	\$65.61
1001-2000 hrs	85.000000	\$34.37	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.10	\$0.00	\$51.47	\$68.66
2001-3000 hrs	90.000000	\$36.39	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.10	\$0.00	\$53.49	\$71.69
3001-4000 hrs	95.000000	\$38.41	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.10	\$0.00	\$55.51	\$74.72
More than 4000 hrs	100.000000	\$40.43	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.10	\$0.00	\$57.53	\$77.75

Special Calculation Note

Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate.

Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar (\$1.00) per hour above the base rate for the entirety of their working shift.

Ratio

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

*Watchman have no apprentices

Jurisdiction (* denotes special jurisdictional note)

Lake

Special Jurisdictional Note

Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flag person, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. *Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2 Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screed person, 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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Labor Local 310	LCN01-2026ib	Laborer	05/06/2026	05/06/2026

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Laborer Group 1	\$34.53	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$58.38	\$75.65
Group 2	\$35.01	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$58.86	\$76.37
Group 3	\$34.78	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$58.63	\$76.02
Group 4	\$31.43	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$55.28	\$71.00
Group 5	\$28.93	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$52.78	\$67.25
Group 6	\$31.08	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$54.93	\$70.47
Group 7	\$35.03	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$58.88	\$76.40
Group 8	\$35.18	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$59.03	\$76.62
Group 9	\$29.38	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$53.23	\$67.92
Group 10	\$25.38	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$49.23	\$61.92
Group 11	\$34.68	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$58.53	\$75.87
Group 12	\$34.92	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$58.77	\$76.23
Group 13	\$36.03	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$0.21	\$59.88	\$77.90
Apprentice	Percent	BHR									
1-1000 hours	60.000000	\$20.72	\$9.26	\$0.00	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$33.62	\$43.98
1001-2000 hours	70.000000	\$24.17	\$9.26	\$5.48	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$42.55	\$54.64
2001-3000 hours	80.000000	\$27.62	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$51.47	\$65.28
3001-4000 hours	90.000000	\$31.08	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$54.93	\$70.47
4001 plus	100.000000	\$34.53	\$9.26	\$10.95	\$0.10	\$0.00	\$3.18	\$0.15	\$0.00	\$58.38	\$75.65

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 Rates - Skilled Crafts

Details				
Union	Change#	Craft	Effective Date	Posted Date
Operating Engineers - Building Local 18 - Zone I (A)	LCN01-2026ib	Operating Engineer	05/01/2026	04/29/2026

Wage Rates												
			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Operator Group A	\$51.61		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$69.06	\$94.86
Operator Group B	\$51.46		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$68.91	\$94.64
Operator Group C	\$50.01		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.46	\$92.47
Operator Group D	\$49.23		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$66.68	\$91.30
Operator Group E	\$48.91		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$66.36	\$90.81
Operator Group F	\$41.83		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$59.28	\$80.19
Master Mechanic	\$52.61		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$70.06	\$96.36
Lift Director	\$52.61		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$70.06	\$96.36
Crane 200'-299'	\$52.61		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$70.06	\$96.36
Crane 300' and over	\$53.11		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$70.56	\$97.11
Mobile Concrete Pumps 200'-299'r	\$52.61		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$70.06	\$96.36
Mobile Concrete Pumps 300' and over	\$53.11		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$70.56	\$97.11
Apprentice	Percent	BHR										
1st Year	59.830000	\$30.88	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.33	\$63.77
2nd Year	69.790000	\$36.02	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.47	\$71.48
3rd Year	79.770000	\$41.17	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.62	\$79.20
4th Year	89.730000	\$46.31	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.76	\$86.92

Special Calculation Note

Other & Misc is Education & Safety and National Training Fund.

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.

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

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 sheepfoot rollers or graders; Vibratory Compactors with integral power.

Group F - Apprentice/Helpers, Oilier, 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 Rates - Skilled Crafts

Details											
Union			Change#			Craft			Effective Date		Posted Date
Operating Engineers - HevHwy Zone I			LCN01-2026ib			Operating Engineer			05/01/2026		04/29/2026

Wage Rates												
			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Operator Class A	\$48.78		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$66.23	\$90.62
Operator Class B	\$48.68		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$66.13	\$90.47
Operator Class C	\$47.64		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.09	\$88.91
Operator Class D	\$46.42		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.87	\$87.08
Operator Class E	\$41.13		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.58	\$79.15
Master Mechanic	\$49.78		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.23	\$92.12
Lift Director	\$49.78		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.23	\$92.12
Crane and Mobile Concrete Pump 150' - 179'	\$49.28		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$66.73	\$91.37
Crane and Mobile Concrete Pump 180' - 249'	\$49.78		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.23	\$92.12
Crane and Mobile Concrete Pump 250' and Over	\$50.03		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.48	\$92.50
Apprentice	Percent	BHR										
1st Year	50.000000	\$24.39	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$41.84	\$54.03
2nd Year	60.000000	\$29.27	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$46.72	\$61.36
3rd Year	70.000000	\$34.15	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.60	\$68.67
4th Year	80.000000	\$39.02	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$56.47	\$75.98
Field Mech Trainee												
1st Year	60.000000	\$29.27	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.62	\$61.25
2nd Year	70.000000	\$34.15	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.50	\$68.57
3rd Year	80.000000	\$39.02	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$56.37	\$75.88
4th Year	90.000000	\$43.90	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$61.25	\$83.20

Special Calculation Note
Other: Education & Safety Fund
Misc: National Training
**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.

Ratio
For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 68 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note)
Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain, Medina, Portage, Summit

Special Jurisdictional Note

Details
Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.
Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B - Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planers 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 Tamper (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 sheepfoot 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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Painter Local 505 Drywall	LCN01-2026ib	Painter	05/01/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Painter Drywall Finisher	\$36.40		\$9.92	\$7.30	\$0.45	\$0.00	\$4.74	\$0.00	\$0.00	\$0.00	\$58.81	\$77.01
Apprentice	Percent	BHR										
1st Year	70.000000	\$25.48	\$9.92	\$2.61	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.46	\$51.20
2nd Year	80.000000	\$29.12	\$9.92	\$3.28	\$0.45	\$0.00	\$3.79	\$0.00	\$0.00	\$0.00	\$46.56	\$61.12
3rd Year	90.000000	\$32.76	\$9.92	\$4.08	\$0.45	\$0.00	\$4.27	\$0.00	\$0.00	\$0.00	\$51.48	\$67.86

Special Calculation Note

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 Rates - Skilled Crafts

Details

Union

Painter Local 639 Sign and Display

Change#

LCN01-2025ib

Craft

Painter

Effective Date

06/18/2025

Posted Date

06/18/2025

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR										
Top Mechanic Class A	\$27.53	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.45	\$0.00	\$0.00	\$33.48	\$47.25
Top Mechanic Class B	\$27.53	\$4.50	\$0.75	\$0.00	\$0.53	\$0.00	\$1.45	\$0.00	\$0.00	\$34.76	\$48.53
Top Helper Class A	\$22.33	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.20	\$0.00	\$0.00	\$28.03	\$39.20
Top Helper Class B	\$22.33	\$4.50	\$0.75	\$0.00	\$0.43	\$0.00	\$1.20	\$0.00	\$0.00	\$29.21	\$40.38
Helper Class A	\$17.19	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.90	\$0.00	\$0.00	\$22.59	\$31.19
Helper Class B	\$17.19	\$4.50	\$0.75	\$0.00	\$0.30	\$0.00	\$0.90	\$0.00	\$0.00	\$23.64	\$32.24
New Hire (90 Days)	\$15.75	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.55	\$0.00	\$0.00	\$20.80	\$28.68

Special Calculation Note

Other: Sick, Personal & Holiday Pay Swing Stage Rate: Employees shall receive a differential of \$1.50 per hour for all hours worked on scaffolds four sections or higher, including any boom lifts and swing stage scaffolds. In addition, the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work of a single employee will qualify for \$1.50 differential, will be paid to a single lead Top Mechanic or single lead Top Helper on any given swing stage job, even when it includes multiple running rigs on a single jobsite.

Ratio

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

The work performed by employees covered by this rate shall include cleaning and refinishing of architectural metals using chemicals, solvents, coatings and hand-applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces during the course of the restoration and maintenance of architectural metals, and other specialty metal finishing work, and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding. Class A: Less Than 1 Year of Service Class B: More Than 1 Year of Service Top Mechanic: Top Mechanic shall be responsible for ensuring the highest quality of workmanship by Helpers, and be highly competent and knowledgeable in the following areas: coatings, both solvent and waterborne, spraying ability, stainless steel, aluminum and bronze finishing, scaffolding and swing stage work. The Top Mechanic shall also be responsible for providing necessary training of employees in lower classifications and for directing all employees in his/her crew to perform their responsibilities in a productive and efficient manner. Top Helper: For existing Top Helpers at the time of this Agreement shall, in addition to performing the responsibilities of a Helper, be responsible and accountable for the setup, breakdown, safety and quality of the Company's product. Helper: A Helper shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, setting up and breaking down scaffolding and swing stages, preparing surfaces for refinishing, including but not limited to masking and stripping, cleaning, oxidizing, polishing and scratch removal on various finishes.

Prevailing Wage Rates - Skilled Crafts

Details

Union

Painter Local 639 Zone 1 Sign

Change#

LCN01-2025ib

Craft

Painter

Effective Date

07/30/2025

Posted Date

07/30/2025

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class A: Painter Sign Erector Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$0.79	\$0.00	\$1.10	\$0.00	\$0.00	\$42.90	\$56.04
Class B: Painter Sign Erector/Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$1.58	\$0.00	\$1.10	\$0.00	\$0.00	\$43.69	\$56.83
Class C: Painter Sign Erector/Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$2.37	\$0.00	\$1.10	\$0.00	\$0.00	\$44.48	\$57.62
Class D: Painter Sign Erector/Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$3.15	\$0.00	\$1.10	\$0.00	\$0.00	\$45.26	\$58.40
Class A: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$0.76	\$0.00	\$1.06	\$0.00	\$0.00	\$41.15	\$53.45
Class B: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$1.51	\$0.00	\$1.06	\$0.00	\$0.00	\$41.90	\$54.20
Class C: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$2.27	\$0.00	\$1.06	\$0.00	\$0.00	\$42.66	\$54.96
Class D: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$3.03	\$0.00	\$1.06	\$0.00	\$0.00	\$43.42	\$55.72
Class A: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$0.66	\$0.00	\$0.92	\$0.00	\$0.00	\$35.93	\$45.74
Class B: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$1.32	\$0.00	\$0.92	\$0.00	\$0.00	\$36.59	\$46.40
Class C: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$1.98	\$0.00	\$0.92	\$0.00	\$0.00	\$37.25	\$47.06
Class D: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$2.64	\$0.00	\$0.92	\$0.00	\$0.00	\$37.91	\$47.72
Apprentice	Percent	BHR									
1-2000 hrs	50.000000	\$13.14	\$8.91	\$5.57	\$0.25	\$0.00	\$0.75	\$0.00	\$0.00	\$28.62	\$35.19
2001-3000 hrs	55.000000	\$14.45	\$8.91	\$5.57	\$0.25	\$0.56	\$0.79	\$0.00	\$0.00	\$30.53	\$37.75
3001-4000 hrs	60.000000	\$15.77	\$8.91	\$5.57	\$0.25	\$0.59	\$0.82	\$0.00	\$0.00	\$31.91	\$39.80
4001-5000 hrs	65.000000	\$17.08	\$8.91	\$5.57	\$0.25	\$1.22	\$0.86	\$0.00	\$0.00	\$33.89	\$42.43
5001-6000 hrs	70.000000	\$18.40	\$8.91	\$5.57	\$0.25	\$1.27	\$0.89	\$0.00	\$0.00	\$35.29	\$44.49
6001-7000 hrs	85.000000	\$22.34	\$8.91	\$5.57	\$0.25	\$1.43	\$1.00	\$0.00	\$0.00	\$39.50	\$50.67
7001-8000 hrs	90.000000	\$23.65	\$8.91	\$5.57	\$0.25	\$1.48	\$1.03	\$0.00	\$0.00	\$40.89	\$52.71

Special Calculation Note

Other: Holiday Pay
Apprentice Pay Rate should be based on proper Classification.
Any employee working over 100 ft. above the ground shall receive \$1.00 per hour additional pay.

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 Rates - Skilled Crafts

Details				
Union	Change#	Craft	Effective Date	Posted Date
Painter Local 707	LCN01-2026ib	Painter	05/01/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Painter Brush Roll	\$37.45		\$9.92	\$6.08	\$0.45	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$58.65	\$77.38
Paperhanger	\$37.45		\$9.92	\$6.08	\$0.45	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$58.65	\$77.38
REPAINT Brush Roll & Paperhanger	\$35.95		\$9.92	\$6.08	\$0.45	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$57.15	\$75.13
Apprentice	Percent	BHR										
1st Year	65.000000	\$24.34	\$9.92	\$1.64	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.35	\$48.52
2nd Year	75.000000	\$28.09	\$9.92	\$2.25	\$0.45	\$0.00	\$3.56	\$0.00	\$0.00	\$0.00	\$44.27	\$58.31
3rd Year	85.000000	\$31.83	\$9.92	\$2.70	\$0.45	\$0.00	\$4.04	\$0.00	\$0.00	\$0.00	\$48.94	\$64.85
4th Year	95.000000	\$35.58	\$9.92	\$3.75	\$0.45	\$0.00	\$4.51	\$0.00	\$0.00	\$0.00	\$54.21	\$72.00

Special Calculation Note

Apprentice pay based on percentage of above appropriate classification.

The following Premiums shall be added to proper classification in full including apprentice rates:

Spray Painting: \$.70 per hour
Sandblasting and buffing: \$.40 per hour
Height pay (Over 100ft): \$.50 per hour
Fiberglass Insulator & Catalytic material applicator: \$.70 per hour
Application of Catalytic materials under class 3 hazardous per MSDS- add \$.65 per hour
Application of Catalytic materials under class 4 hazardous per MSDS- add \$1.00 per hour

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
Repaint: 20% or less of new surfaces. A general contractor holding a construction contract does not constitute the rate of pay. Bridge work, tanks, towers and all work covered by NMA, PLA, GPA is excluded from any repaint rate.

Prevailing Wage Rates - Skilled Crafts

Details				
Union	Change#	Craft	Effective Date	Posted Date
Painter Local 707 HwyHwy	LCN01-2026ib	Painter	05/01/2026	04/29/2026

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class 1: Bridge Blaster	\$43.71	\$9.92	\$6.08	\$0.45	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$64.91	\$86.77
Class 2: Bridge Painter, Rigger, Containment Builder, Spot Blaster	\$40.71	\$9.92	\$6.08	\$0.45	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$61.91	\$82.27
Class 3: Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (0-5 Years Exp.)	\$33.71	\$9.92	\$6.08	\$0.45	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$54.91	\$71.77
Class 3: Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (5 Plus Years Exp.)	\$36.71	\$9.92	\$6.08	\$0.45	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$57.91	\$76.27
Class 4: Concrete Sealing, Concrete Blasting/Power Washing/Etc	\$32.71	\$9.92	\$6.08	\$0.45	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$53.91	\$70.27
Class 5: Quality Control/Quality Assurance, Traffic Safety, Competent Person	\$36.71	\$9.92	\$6.08	\$0.45	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$57.91	\$76.27
Apprentice - Painter	Percent	BHR									
1st Year	65.000000	\$28.41	\$9.92	\$1.64	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$40.42	\$54.63
2nd Year	75.000000	\$32.78	\$9.92	\$2.25	\$0.45	\$0.00	\$3.56	\$0.00	\$0.00	\$48.96	\$65.35
3rd Year	85.000000	\$37.15	\$9.92	\$2.70	\$0.45	\$0.00	\$4.04	\$0.00	\$0.00	\$54.26	\$72.83

Special Calculation Note

Apprentice pay based on percentage of above appropriate classification.

Application of Catalytic materials under class 3 hazardous per MSDS- add .65 per hour to the above Job Classification basic hourly rate.

Application of Catalytic materials under class 4 hazardous per MSDS- add 1.00 per hour to the above Job Classification basic hourly rate.

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

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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Pipefitter Local 120	LCN01-2026ib	Pipefitter	05/04/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Pipefitter	\$51.02		\$13.30	\$12.20	\$1.32	\$0.00	\$3.50	\$0.20	\$0.00	\$0.00	\$81.54	\$107.05
Apprentice	Percent	BHR										
1st year	48.410000	\$24.70	\$5.78	\$0.00	\$1.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.80	\$44.15
2nd year	49.820000	\$25.42	\$12.43	\$7.60	\$1.32	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$47.85	\$60.56
3rd year	57.880000	\$29.53	\$12.43	\$7.60	\$1.32	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$51.96	\$66.72
4th year	68.680000	\$35.04	\$12.43	\$7.60	\$1.32	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$57.47	\$74.99
5th year	76.560000	\$39.06	\$12.43	\$7.60	\$1.32	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$61.49	\$81.02

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 pipefitter 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 temperature 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 Rates - Skilled Crafts

Details

Union

Change#

Craft

Effective Date

Posted Date

Pipefitter Local 120 Mechanical Equipment

LCN01-2026ib

Pipefitter

05/04/2026

04/29/2026

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR										
Pipefitter Mechanical Equipment Service A-2	\$38.99	\$13.30	\$12.20	\$1.32	\$0.00	\$3.50	\$0.20	\$0.00	\$0.00	\$69.51	\$89.00
Pipefitter Mechanical Equipment Service A-1	\$34.98	\$13.30	\$12.20	\$1.32	\$0.00	\$3.50	\$0.20	\$0.00	\$0.00	\$65.50	\$82.99
MES Trainees	Percent	BHR									
1st year	56.070000	\$21.86	\$6.22	\$0.00	\$1.32	\$0.00	\$0.00	\$0.00	\$0.00	\$29.40	\$40.33
2nd year	58.040000	\$22.63	\$6.22	\$5.30	\$1.32	\$0.00	\$1.75	\$0.20	\$0.00	\$37.42	\$48.73
3rd year	64.220000	\$25.04	\$6.22	\$5.30	\$1.32	\$0.00	\$1.75	\$0.20	\$0.00	\$39.83	\$52.35
4th year	74.510000	\$29.05	\$6.22	\$5.30	\$1.32	\$0.00	\$1.75	\$0.20	\$0.00	\$43.84	\$58.37
5th year	80.660000	\$31.45	\$6.22	\$5.30	\$1.32	\$0.00	\$1.75	\$0.20	\$0.00	\$46.24	\$61.96

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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Pipefitter Local 120 Sprinklerfitter	LCN01-2026ib	Sprinkler Fitter	05/04/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Sprinkler Fitter	\$51.02		\$13.30	\$12.20	\$1.32	\$0.00	\$3.50	\$0.20	\$0.00	\$0.00	\$81.54	\$107.05
Apprentice	Percent	BHR										
1st Year	48.410000	\$24.70	\$5.78	\$0.00	\$1.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.80	\$44.15
2nd Year	49.820000	\$25.42	\$12.43	\$7.60	\$1.32	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$47.85	\$60.56
3rd Year	57.680000	\$29.43	\$12.43	\$7.60	\$1.32	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$51.86	\$66.57
4th Year	68.680000	\$35.04	\$12.43	\$7.60	\$1.32	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$57.47	\$74.99
5th Year	76.560000	\$39.06	\$12.43	\$7.60	\$1.32	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$61.49	\$81.02

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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Plasterer Local 526	LCN01-2026ib	Plasterer	05/01/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Plasterer	\$34.71		\$9.37	\$7.10	\$0.50	\$0.00	\$5.60	\$0.21	\$0.00	\$0.00	\$57.49	\$74.84
Apprentice	Percent	BHR										
1st Year	50.000000	\$17.36	\$9.37	\$7.10	\$0.50	\$0.00	\$5.60	\$0.21	\$0.00	\$0.00	\$40.14	\$48.82
2nd Year	60.000000	\$20.83	\$9.37	\$7.10	\$0.50	\$0.00	\$5.60	\$0.21	\$0.00	\$0.00	\$43.61	\$54.02
3rd Year	75.000000	\$26.03	\$9.37	\$7.10	\$0.50	\$0.00	\$5.60	\$0.21	\$0.00	\$0.00	\$48.81	\$61.83
4th Year	90.000000	\$31.24	\$9.37	\$7.10	\$0.50	\$0.00	\$5.60	\$0.21	\$0.00	\$0.00	\$54.02	\$69.64

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 Rates - Skilled Crafts

Details

Union

Plumber Local 55

Change#

LCN01-2026ib

Craft

Plumber

Effective Date

06/10/2026

Posted Date

06/10/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Plumber	\$47.11		\$13.37	\$9.63	\$1.23	\$0.00	\$7.10	\$0.20	\$0.00	\$0.00	\$78.64	\$102.19
Shopman (When in the field)	\$25.98		\$9.79	\$5.59	\$0.10	\$0.00	\$3.85	\$0.00	\$0.00	\$0.00	\$45.31	\$58.30
Apprentice	Percent	BHR										
1-6 Months	43.910000	\$20.69	\$7.59	\$0.24	\$0.95	\$0.00	\$1.56	\$0.00	\$0.00	\$0.00	\$31.03	\$41.38
7-12 Months	49.890000	\$23.50	\$7.84	\$0.44	\$1.00	\$0.00	\$2.01	\$0.20	\$0.00	\$0.00	\$34.99	\$46.74
2nd Year 1-6	53.460000	\$25.19	\$8.62	\$0.85	\$1.05	\$0.00	\$3.06	\$0.20	\$0.00	\$0.00	\$38.97	\$51.57
2nd Year 7-12	55.670000	\$26.23	\$8.83	\$2.85	\$1.05	\$0.00	\$3.78	\$0.20	\$0.00	\$0.00	\$42.94	\$56.05
3rd Year 1-6	62.470000	\$29.43	\$9.38	\$2.80	\$1.05	\$0.00	\$4.00	\$0.20	\$0.00	\$0.00	\$46.86	\$61.57
3rd Year 7-12	67.270000	\$31.69	\$9.65	\$3.63	\$1.05	\$0.00	\$4.62	\$0.20	\$0.00	\$0.00	\$50.84	\$66.69
4th Year	73.420000	\$34.59	\$9.92	\$4.07	\$1.05	\$0.00	\$4.98	\$0.20	\$0.00	\$0.00	\$54.81	\$72.11
5th Year	79.630000	\$37.51	\$10.19	\$4.51	\$1.05	\$0.00	\$5.33	\$0.20	\$0.00	\$0.00	\$58.79	\$77.55

Special Calculation Note

OTHER IS: SUPPLEMENTAL UNEMPLOYMENT

Ratio

1 Journeyman 1 Apprentice
2 Journeymen to 1 Apprentice thereafter

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.

Prevailing Wage Rates - Skilled Crafts

Details

Union

Plumber Local 55 Light Commercial

Change#

LCN01-2025ib

Craft

Plumber

Effective Date

06/10/2026

Posted Date

06/10/2026

Wage Rates

		Fringe Benefit Payments							Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification	BHR											
Light Commercial Plumber	\$30.76	\$9.48	\$2.28	\$0.69	\$0.00	\$3.58	\$0.20	\$0.00	\$0.00	\$46.99	\$62.37	
Trainees	Percent	BHR										
0-3 Months	50.020000	\$15.39	\$0.00	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$15.89	\$23.59	
4-6 Months	50.670000	\$15.59	\$3.82	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$19.87	\$27.66	
7-12 Months	51.860000	\$15.95	\$4.57	\$0.33	\$0.63	\$0.00	\$1.13	\$0.00	\$0.00	\$22.61	\$30.58	
2nd Year	56.390000	\$17.35	\$4.64	\$0.35	\$0.65	\$0.00	\$1.20	\$0.00	\$0.00	\$24.19	\$32.87	
3rd Year	60.970000	\$18.75	\$4.72	\$0.36	\$0.68	\$0.00	\$1.28	\$0.00	\$0.00	\$25.79	\$35.16	

Special Calculation Note

OTHER: SUPPLEMENTAL UNEMPLOYMENT

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
Medina County - That portion of Medina County North of Route 18 and Smith Road and the corporate limits of the City of Medina

Details

Plumbing, Heating, Solar Heating, Air Conditioning, Refrigeration, Site Work, Garden Type Apartments, Nursing Homes, Assisted Living Structures, Motels up to 4 stories with conference or restaurant facilities, Mixed Use Residential/Commercial Retail Buildings up to 4 stories, Free Standing Outlet Stores, small buildings in general with no more than 3 restrooms, bars and restaurants, Branch Bank Offices, Convenience stores.

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Roofer Local 44	OCR02-2026ib	Roofer	06/17/2026	06/17/2026

Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Roofer	\$41.35	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$62.99	\$83.67
Applicant & Helper Trainees											
0 to 1851 hrs	\$18.61	\$0.65	\$0.50	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$20.34	\$29.64
1852 to 3350 hrs	\$22.74	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$44.38	\$55.75
3351 to 4850 hrs	\$28.95	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$50.59	\$65.06
4851 to 6350 hrs	\$33.08	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$54.72	\$71.26
6351 to 7550 hrs	\$37.22	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$58.86	\$77.47
7551 hrs	\$41.35	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$62.99	\$83.67
Apprentice	Percent	BHR									
Start of school	45.000000	\$18.61	\$0.65	\$0.50	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$20.34	\$29.64
600 hrs worked/72 school hrs	50.000000	\$20.68	\$0.65	\$0.50	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$22.41	\$32.75
1200 hrs worked/144 school hrs	55.000000	\$22.74	\$0.65	\$0.50	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$24.47	\$35.84
1800 hrs worked/216 school hrs	60.000000	\$24.81	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$46.45	\$58.85
2400 hrs worked/ 288 school hrs	65.000000	\$26.88	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$48.52	\$61.96
3000 hrs worked/360 school hrs	70.000000	\$28.95	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$50.59	\$65.06
3600 hrs worked/432 school hrs	75.000000	\$31.01	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$52.65	\$68.16
4200 hrs worked/504 school hrs	80.000000	\$33.08	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$54.72	\$71.26
4800 hrs worked/576 school hrs	90.000000	\$37.22	\$9.76	\$11.30	\$0.52	\$0.00	\$0.00	\$0.06	\$0.00	\$58.86	\$77.47

Special Calculation Note

Other: Drug Testing

Ratio

2 Journeymen to 1 Apprentice
2 Journeymen to 1 Applicant/Helper Trainee

Jurisdiction (* denotes special jurisdictional note)

Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain, Sandusky

Special Jurisdictional Note

Details

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Sheet Metal Local 33 (Cleveland)	LCN01-2026ib	Sheet Metal Worker	05/20/2026	05/20/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Sheet Metal Worker	\$47.15		\$10.64	\$18.38	\$0.98	\$0.00	\$3.33	\$0.00	\$0.00	\$0.00	\$80.48	\$104.05
Apprentice	Percent	BHR										
1st year	50.000000	\$23.57	\$10.64	\$3.15	\$0.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.58	\$49.37
2nd year	54.950000	\$25.91	\$10.64	\$3.47	\$0.98	\$0.00	\$3.33	\$0.00	\$0.00	\$0.00	\$44.33	\$57.29
3rd year	59.960000	\$28.27	\$10.64	\$3.78	\$0.98	\$0.00	\$3.33	\$0.00	\$0.00	\$0.00	\$47.00	\$61.14
4th year	74.960000	\$35.34	\$10.64	\$4.73	\$0.98	\$0.00	\$3.33	\$0.00	\$0.00	\$0.00	\$55.02	\$72.69

Special Calculation Note

Ratio

- 1 Journeyman to 1 Apprentice
- 2 Journeymen to 2 Apprentices
- 3-6 Journeymen to 3 Apprentices
- 7-8 Journeymen to 4 Apprentices
- 9-10 Journeymen to 5 Apprentices
- 11-12 Journeymen to 6 Apprentices
- 13-14 Journeymen to 7 Apprentices
- 15-16 Journeymen to 8 Apprentices
- 17-18 Journeymen to 9 Apprentices
- 19-20 Journeymen to 10 Apprentices

Jurisdiction (* denotes special jurisdictional note)

Ashtabula, Cuyahoga, Geauga, Lake

Special Jurisdictional Note

Details

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Sheet Metal Local 33 Industrial Door	LCN01-2025ib	Sheet Metal Worker	08/01/2025	07/30/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Sheet Metal Worker	\$26.53		\$8.71	\$5.66	\$0.19	\$0.00	\$2.61	\$0.61	\$0.00	\$0.00	\$44.31	\$57.58
Trainees	Percent	BHR										
Probationary Period (60 Days)	52.000000	\$13.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.80	\$20.70
61st day -12 months	58.000000	\$15.39	\$8.71	\$1.96	\$0.19	\$0.00	\$1.68	\$0.35	\$0.00	\$0.00	\$28.28	\$35.98
2nd Year	68.000000	\$18.04	\$8.71	\$1.96	\$0.19	\$0.00	\$1.90	\$0.41	\$0.00	\$0.00	\$31.21	\$40.23
3rd Year	73.000000	\$19.37	\$8.71	\$1.96	\$0.19	\$0.00	\$2.05	\$0.45	\$0.00	\$0.00	\$32.73	\$42.41
4th Year	80.000000	\$21.22	\$8.71	\$1.96	\$0.19	\$0.00	\$2.17	\$0.49	\$0.00	\$0.00	\$34.74	\$45.35
5th Year	86.000000	\$22.82	\$8.71	\$1.96	\$0.19	\$0.00	\$2.31	\$0.52	\$0.00	\$0.00	\$36.51	\$47.92

Special Calculation Note

Other: Holiday Pay

Ratio

1-2 Journeyman to 1 Trainee
3-4 Journeymen to 2 Trainee
5-6 Journeymen to 3 Trainees
7-8 Journeymen to 4 Trainees
9-10 Journeymen to 5 Trainees
11-13 Journeymen to 6 Trainees
14-16 Journeymen to 7 Trainees
17-19 Journeymen to 8 Trainees
Maintaining a 3 Journeymen to 1 Trainee ratio thereafter

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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Truck Driver Local 436 - HevHwy Class 1	LCN02-2025ib	Truck Driver	05/28/2025	05/28/2025

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR										
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	BHR									
First 6 months	80.000000	\$27.94	\$9.25	\$10.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$47.64	\$61.60
7-12 months	85.000000	\$29.68	\$9.25	\$10.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$49.38	\$64.22
13-18 months	90.000000	\$31.43	\$9.25	\$10.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$51.13	\$66.84
19-24 months	95.000000	\$33.17	\$9.25	\$10.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$52.87	\$69.46
25-30 months	100.000000	\$34.92	\$9.25	\$10.05	\$0.40	\$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 Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Truck Driver Local 436 - HevHwy Class 2	LCN02-2025ib	Truck Driver	05/28/2025	05/28/2025

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR										
Truck Driver CLASS 2	\$35.73	\$9.25	\$10.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.43	\$73.30
Apprentice	Percent	BHR									
First 6 months	80.000000	\$28.58	\$9.25	\$10.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$48.28	\$62.58
7-12 months	85.000000	\$30.37	\$9.25	\$10.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$50.07	\$65.26
13-18 months	90.000000	\$32.16	\$9.25	\$10.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$51.86	\$67.94
19-24 months	95.000000	\$33.94	\$9.25	\$10.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$53.64	\$70.62
25-30 months	100.000000	\$35.73	\$9.25	\$10.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$55.43	\$73.30

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.

CONTACT PERSONS TO ACCESS PROPERTIES

Lake County Land Reutilization Corp.

Linda S. Fredebaugh: 440-350-2133
8 North State Street, Ste. 215, Painesville, Ohio 44077
(440) 350-2133 lsfredebaugh@lakecountylandbank.org

MUNICIPAL CONTACTS

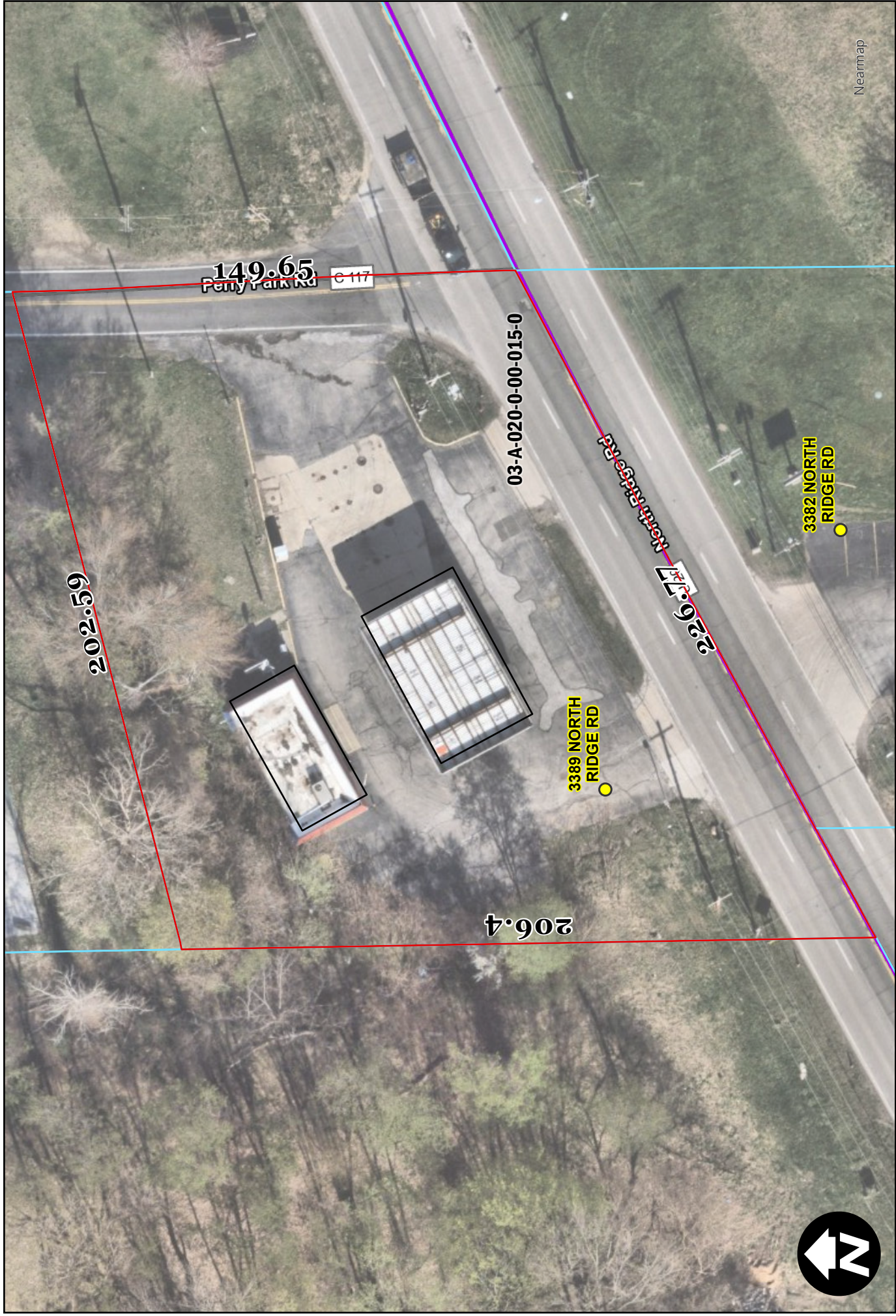
Perry Township, Ohio

Karen Sundy, Administrator, Economic Development Assistant
(440) 259-5140
admin@perrytownship-lake.com

3389 N. Ridge Road, Perry, Ohio



Approximate Dimensions of Parcel Boundaries: 03-A-020-0-00-015-0



Property lines are graphic representations and are NOT survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch equals 50 feet

Creation Date: December 2, 2025



August 12, 2024

Mr. John Rogers, Executive Director
Lake County Land Reutilization Corporation
8 North State Street
Painesville, Ohio 44077

Re: *Pre-Demolition Asbestos Survey*
3389 N. Ridge Road, Perry, Lake County, Ohio 44081
CT Project ID 241967

Dear Mr. Rogers:

CT Consultants, Inc. (CT) is pleased to provide this letter report which summarizes the findings of a Pre-Demolition Asbestos Survey conducted at 3389 North Ridge Road, Perry, Ohio 44081, Parcel ID: 03A0200000150 (the Property).

Background

The purpose of this project was to utilize an Ohio Environmental Protection Agency (OEPA) licensed Asbestos Hazard Evaluation Specialist (AHES) to locate and identify asbestos-containing materials (ACM) within the building at the address listed above prior to demolition activities. Site-specific information is presented in the following table:



Dates of Inspection:	July 11, 2024
Site Address:	3389 North Ridge Rd. Cleveland, Ohio 44102
Site Owner Representative:	John Rogers
Site Owner Representative Address:	8 North State Street Painesville, Ohio 44077
Site Owner Representative Telephone No.	440-350-2133
Inspector(s):	Brendan Niehaus: AHES #ES547146
Facility Construction Date:	1981
Number of Buildings:	One and A Detached Garage
Building Description:	Commercial Building measuring 624 SF

Scope of Services

CT's scope of services for this project consisted of the following tasks:

- Visual observations
- Bulk sampling of suspect ACMs
- Polarized Light Microscopy (PLM) analysis of bulk samples
- Final report

Findings of the Pre-Demolition Asbestos Survey are summarized below.

Asbestos Survey

Methodology

Mr. Brendan Niehaus conducted the Pre-Demolition Asbestos Survey at the property on July 11, 2024. Brendan Niehaus is an accredited State of Ohio asbestos inspectors. The survey consisted of a visual inspection and bulk sampling within the building in accordance with methods outlined in the U.S. Environmental Protection Agency (EPA) guidance document "Guidance for Controlling Asbestos-Containing Materials in Buildings" (Document No. 560/5-85/024)". The U.S. EPA defined an ACM as a material that contains greater than one percent (>1%) asbestos by visual estimation of weight. The inspection and sampling included destructive techniques. Inspector certifications are included in **Attachment A**. A Sample Location Map is included in **Attachment B**.



Regulations pertaining to asbestos renovation and demolition surveys include 40 CFR Part 61 (NESHAP), 29 CFR 1926.1101 (Asbestos in Construction), Ohio Administrative Code (OAC) 3701-34, OAC 3745-20 and Ohio Revised Code (ORC) 3710. Samples were collected in accordance with EPA Standard 40 CFR 763 Subpart E, Asbestos Hazard Emergency Response Act (AHERA) and OSHA Standard 29 CFR 1926.1101 Inspection Protocol. The following illustrates the sampling strategy employed by CT:

Surfacing Materials:

In a randomly distributed manner, the accredited asbestos inspector collected bulk samples of surfacing materials, representative of each homogeneous area, and not assumed to be ACM, as follows:

1. Collect at least three (3) bulk samples from each homogeneous area that is 1,000 square feet or less.
2. Collect at least five (5) bulk samples from each homogeneous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
3. Collect at least seven (7) bulk samples from each homogeneous area that is greater than 5,000 square feet.

Thermal Systems Insulation:

1. In a randomly distributed manner, the accredited asbestos inspector collected, at a minimum, three (3) bulk samples of thermal systems insulation material, representative of each homogeneous area, and not assumed to be ACM.
2. The accredited asbestos inspector collected, at a minimum, one (1) bulk sample of patched thermal systems insulation, representative of each homogeneous area, and not assumed to be ACM, providing the section of patch was less than 6 linear or square feet.
3. The accredited asbestos inspector collected, at a minimum, three (3) representative bulk samples of each insulated mechanical system not assumed to be ACM, including, but not limited to cementitious material used on fittings such as tees, elbows, or valves.
Representative sampling was conducted in a manner sufficient as to identify whether each homogeneous area is either asbestos or non-asbestos containing.



4. Bulk samples are not required to be collected from any homogeneous area where the accredited asbestos inspector has determined that the thermal systems insulation is a non-suspect material (i.e., fiberglass, foam glass, rubber, or any other non-ACM).

Miscellaneous Materials:

The accredited asbestos inspector collected, at a minimum, two (2) representative bulk sample of each miscellaneous material not assumed to be ACM, including, but not limited to ceiling tiles, floor tiles, and associated floor tile mastic.

Representative sampling was conducted in a manner sufficient as to identify whether each homogenous area is either asbestos or non-asbestos containing. For the purpose of this report, CT classified the ACMs as being in either Good, Fair or Poor condition. The following are the general definitions of each category:

Good Condition:	Any material which is intact with no noticeable damage.
Fair Condition:	Any material with a small amount of overall or localized damage (generally less than 10% of the entire area).
Poor Condition:	Any material with a large amount of damage (generally greater than 10% of the entire surface area).

Findings

CT collected a total of twelve (12) bulk samples from the structure which were separated into fourteen (14) total layers by the laboratory. Bulk samples of suspect materials were analyzed by Eurofins CEI of Fort Mill, North Carolina using Polarized Light Microscopy with Dispersion Staining (PLM/DS) method. Eurofins CEI is an accredited laboratory by the National Voluntary Laboratory Accreditation Program (NVLAP) code 600323-0. The PLM/DS analytical method is modeled after 40 CFR Part 763, Subpart F, Appendix A: "Interim Method for the Determination of Asbestos in Bulk Insulation Samples".

A copy of the laboratory analytical report is included in **Attachment C**. Only the asbestos content, if any, is recorded in the bulk sample 'Report of Analysis'. If a material contains equal to or greater than 1% asbestos, it is considered to be asbestos-containing material from a regulatory standpoint.



If a material contains asbestos at a level less than 1%, OSHA considers it a potential exposure hazard and all OSHA requirements related to worker protection would apply.

Based upon the analytical results, regulated levels of asbestos (greater than >1%) was detected in one (1) material. One (1) material was assumed to be asbestos containing.

Materials sampled and laboratory results are summarized in **Table 1**.

TABLE 1 Pre-Demolition Asbestos Survey 3389 North Ridge Rd. July 11, 2024					
HA/Sample	Material	Location/ Quantity	Friable	Condition	Analytical Result*
01-0711- (A-B)	Ceiling Tile	Sales Area	Yes	Good	NAD
02-0711- (A-B)	Drywall/Joint Compound	Sales Area	Yes	Good	NAD
03-0711- (A-B)	Drywall/Joint Compound	Sales Area	Yes	Good	NAD
04-0711- (A-B)	Countertop Adhesive	Sales Area	Yes	Good	NAD
05-0711- (A-B)	Ceramic Tile Compound (Tan)	Flooring Throughou t the Building	Yes	Good	NAD
	Ceramic Tile Compound (Gray)				NAD



TABLE 1 Pre-Demolition Asbestos Survey 3389 North Ridge Rd. July 11, 2024					
HA/Sample	Material	Location/ Quantity	Friable	Condition	Analytical Result*
06-0711- (A-B)	Caulking	Windows and Doorways, 3 SF	NF-II	Good	Chrysotile 2%
07-0711	Roofing System	Exterior Roofing, 1,055 SF	NF-I	Good	Assumed
CH – Chrysotile Asbestos NAD – No Asbestos Detected MISC – Miscellaneous Material NF – Non-Friable PT – 400-Point Count PLM Analysis Assumed – Asbestos Containing Material					

Any additional unidentified materials discovered during renovation, demolition or construction activities should be treated as assumed ACM in accordance with regulations 29 CFR 1926.1101 and 1910.1001 and other applicable state and local regulations until proven otherwise through laboratory analysis.

Conclusions and Recommendations

Asbestos Containing Materials

In the 3389 North Ridge Rd. structure, the materials listed were found to be asbestos containing by laboratory analysis: Caulking – Chrysotile 2%

Sample results containing > 1% asbestos are considered asbestos-containing materials (ACMs) per the EPA regulatory requirements.



The roofing system was assumed to be asbestos containing material and is considered as Category I Non-friable material in Good Condition.

Any asbestos removal should be performed by a licensed asbestos abatement company and Ohio Environmental Protection Agency-licensed personnel with oversight by a third party OEPA-Certified Evaluation Specialist.

Limitations and Reliance

The findings and conclusions expressed in this report are based only on conditions observed during our survey of the building components. CT makes no representation or assumptions as to past conditions or future occurrences. The findings of this report represent CT's professional judgment; no other warranty is expressed or implied. This report is prepared to assist the building owner, architect, construction manager, general contractors, and potential asbestos abatement contractors in locating ACM, and hazardous materials. This report is not intended as a bidding document or as a project specification document. The limitations of the survey may not qualify this report to be adequate for all EPA and/or OSHA applications.

Our professional services have been performed, our findings obtained, and our conclusions and recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present at a location not investigated.

This report is for the exclusive use of The Lake County Land Reutilization Corporation. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.

We appreciate the opportunity to be of service to The Lake County Land Reutilization Corporation for this project and look forward to working with you on future assignments. If you have questions about information in this report or if we can be of further assistance, please contact us at (440)530-2213.

August 12, 2024
Mr. John Rogers
Lake County Land Reutilization Corp.
Page 8



Respectfully,

CT CONSULTANTS, INC.

Brendan Niehaus
Environmental Scientist

Steve Regovich
Senior IH Project Manager

BMN:mmm

Attachments A: Certifications
 B: Sample Location Map
 C: Laboratory Report

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ATTACHMENT A

CERTIFICATIONS

State of Ohio
Environmental Protection Agency
Asbestos Program

Asbestos Hazard Evaluation Specialist

Brendan
Niehaus



402 West Paradise Street
Orrville OH 44667



Certification Number Expiration Date

ES547146

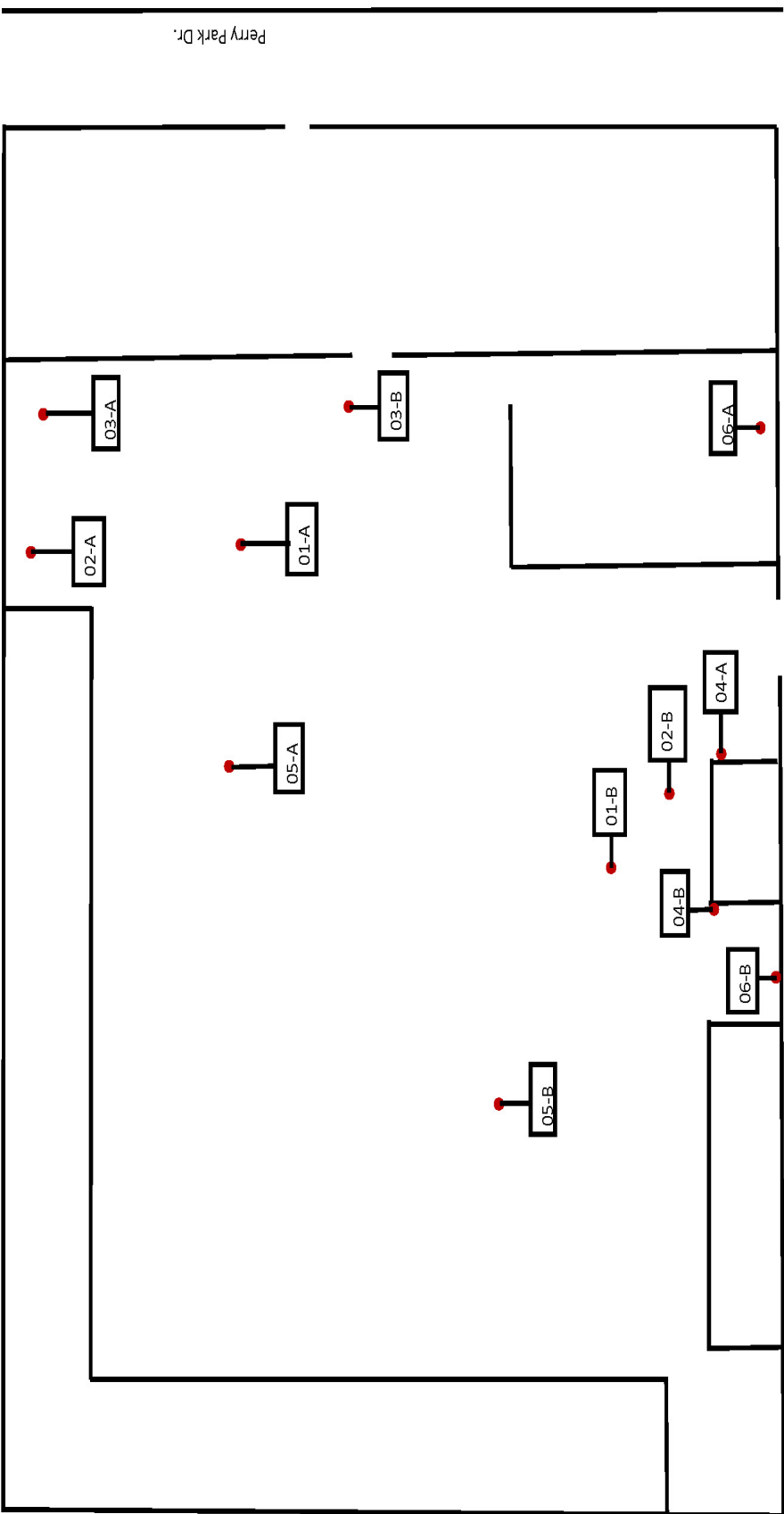
7/14/25

DOB: 7/13/99

Card not Valid
if Altered

ATTACHMENT B

SAMPLE LOCATION MAP



North Ridge Road

3389 North Ridge Rd,
Perry, OH 44081,
Lake County

3389 North Ridge Road Sample Location Map

CTConsultants
Project 241967

2024



ATTACHMENT C

LABORATORY REPORT

July 17, 2024

CT Consultants
8150 Sterling Court
Mentor, OH 44060

CLIENT PROJECT: 3389 North Ridge Rd, 241967
CEI LAB CODE: SA241948

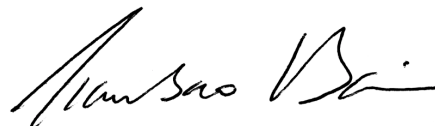
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on July 12, 2024. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

ASBESTOS ANALYTICAL REPORT

By: Polarized Light Microscopy

Prepared for

CT Consultants

CLIENT PROJECT: 3389 North Ridge Rd, 241967

LAB CODE: SA241948

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 07/17/24

TOTAL SAMPLES ANALYZED: 12

SAMPLES >1% ASBESTOS: 2

PROJECT: 3389 North Ridge Rd, 241967

LAB CODE: SA241948

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
01-0711-A		SA241948.01	White,Tan	Ceiling Tile	None Detected
01-0711-B		SA241948.02	White,Tan	Ceiling Tile	None Detected
02-0711-A		SA241948.03	White,Tan	Drywall/Joint Compound	None Detected
02-0711-B		SA241948.04	White,Tan	Drywall/Joint Compound	None Detected
03-0711-A		SA241948.05	White,Tan	Drywall/Joint Compound	None Detected
03-0711-B		SA241948.06	White,Tan	Drywall/Joint Compound	None Detected
04-0711-A		SA241948.07	Tan	Counter Top Adhesive	None Detected
04-0711-B		SA241948.08	Tan	Counter Top Adhesive	None Detected
05-0711-A	Layer 1	SA241948.09	Tan	Ceramic Tile Compound (Type 1)	None Detected
	Layer 2	SA241948.09	Gray	Ceramic Tile Compound (Type 2)	None Detected
05-0711-B	Layer 1	SA241948.10	Tan	Ceramic Tile Compound (Type 1)	None Detected
	Layer 2	SA241948.10	Gray	Ceramic Tile Compound (Type 2)	None Detected
06-0711-A		SA241948.11	Gray,Tan	Caulking	Chrysotile 2%
06-0711-B		SA241948.12	Gray,Tan	Caulking	Chrysotile 2%

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: CT Consultants
8150 Sterling Court
Mentor, OH 44060

Lab Code: SA241948
Date Received: 07-12-24
Date Analyzed: 07-17-24
Date Reported: 07-17-24

Project: 3389 North Ridge Rd, 241967

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
01-0711-A SA241948.01	Ceiling Tile	Heterogeneous	60%	Cellulose	15%	Perlite	None Detected
		White,Tan	15%	Fiberglass	5%	Paint	
		Fibrous	5%	Mineral Wool			
		Loosely Bound					
01-0711-B SA241948.02	Ceiling Tile	Heterogeneous	60%	Cellulose	15%	Perlite	None Detected
		White,Tan	15%	Fiberglass	5%	Paint	
		Fibrous	5%	Mineral Wool			
		Loosely Bound					
02-0711-A SA241948.03	Drywall/Joint Compound	Heterogeneous	15%	Cellulose	75%	Gypsum	None Detected
		White,Tan			10%	Calc Carb	
		Fibrous			<1%	Paint	
		Loosely Bound					
02-0711-B SA241948.04	Drywall/Joint Compound	Heterogeneous	15%	Cellulose	75%	Gypsum	None Detected
		White,Tan			10%	Calc Carb	
		Fibrous			<1%	Paint	
		Loosely Bound					
03-0711-A SA241948.05	Drywall/Joint Compound	Heterogeneous	15%	Cellulose	75%	Gypsum	None Detected
		White,Tan			10%	Calc Carb	
		Fibrous					
		Loosely Bound					
03-0711-B SA241948.06	Drywall/Joint Compound	Heterogeneous	15%	Cellulose	75%	Gypsum	None Detected
		White,Tan			10%	Calc Carb	
		Fibrous					
		Loosely Bound					
04-0711-A SA241948.07	Counter Top Adhesive	Homogeneous			100%	Mastic	None Detected
		Tan					
		Non-fibrous Bound					

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: CT Consultants
8150 Sterling Court
Mentor, OH 44060

Lab Code: SA241948
Date Received: 07-12-24
Date Analyzed: 07-17-24
Date Reported: 07-17-24

Project: 3389 North Ridge Rd, 241967

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
04-0711-B SA241948.08	Counter Top Adhesive	Homogeneous Tan Non-fibrous Bound		100% Mastic	None Detected
05-0711-A Layer 1 SA241948.09	Ceramic Tile Compound (Type 1)	Homogeneous Tan Non-fibrous Bound		65% Binder 35% Silicates	None Detected
Layer 2 SA241948.09	Ceramic Tile Compound (Type 2)	Homogeneous Gray Non-fibrous Bound		65% Binder 35% Silicates	None Detected
05-0711-B Layer 1 SA241948.10	Ceramic Tile Compound (Type 1)	Homogeneous Tan Non-fibrous Bound		65% Binder 35% Silicates	None Detected
Layer 2 SA241948.10	Ceramic Tile Compound (Type 2)	Homogeneous Gray Non-fibrous Bound		65% Binder 35% Silicates	None Detected
06-0711-A SA241948.11	Caulking	Heterogeneous Gray,Tan Non-fibrous Bound		93% Caulk 5% Paint	2% Chrysotile
06-0711-B SA241948.12	Caulking	Heterogeneous Gray,Tan Non-fibrous Bound		93% Caulk 5% Paint	2% Chrysotile

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

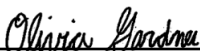
REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

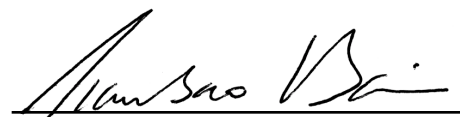
This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

ANALYST:


Olivia Gardner

APPROVED BY:


Tianbao Bai, Ph.D., CIH
Laboratory Director





CEI

CHAIN OF CUSTODY

12

2752 Pleasant Rd. Suite 100A Fort Mill, SC 29708
Tel: 803-526-5146; Fax: 919-481-1442

ECEI Lab Code:

SA241948

ECEI Lab I.D. Range:

COMPANY INFORMATION	PROJECT INFORMATION
ECEI CLIENT #:	Job Contact: Brendan Niehaus
Company: CT Consultants	Email / Tel: brendan.niehaus@ctconsultants.com
Address: 8150 Sterling Ct.	Project Name: 3389 North Ridge Rd.
	Project ID#: 241967
Billing Email: steve.regovich@ctconsultants.com	PO #: 241967
Tel: (440) 951-9000	State of sample origin OH

ECEI standard terms are Net 30 days

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600/R-93/116	☐	☐	☐	☐	☒	☐
PLM POINT COUNT (400)	EPA 600/R-93/116	☐	☐	☐	☐	☐	☐
PLM POINT COUNT (1000)	EPA 600/R-93/116	☐	☐	☐	☐	☐	☐
PLM GRAV w POINT COUNT	EPA 600/R-93/116	☐	☐	☐	☐	☐	☐
PLM BULK	CARB 435	☐	☐	☐	☐	☐	☐
PCM AIR*	NIOSH 7400	☐	☐	☐	☐	☐	☐
TEM AIR	EPA AHERA	☐	☐	☐	☐	☐	☐
TEM AIR	NIOSH 7402	☐	☐	☐	☐	☐	☐
TEM AIR (PCME)	ISO 10312	☐	☐	☐	☐	☐	☐
TEM AIR	ASTM 6281-15	☐	☐	☐	☐	☐	☐
TEM BULK	CHATFIELD / EPA 600/R-93/116 Sec. 2.5.5.1	☐	☐	☐	☐	☐	☐
TEM SOIL	ASTM D7521-16	☐	☐	☐	☐	☐	☐
TEM VERMICULITE	CINCINNATI METHOD	☐	☐	☐	☐	☐	☐
TEM QUALITATIVE	IN-HOUSE METHOD	☐	☐	☐	☐	☐	☐
OTHER:		☐	☐	☐	☐	☐	☐

*Blanks should be taken from the same sample lot as field samples.

REMARKS / SPECIAL INSTRUCTIONS:			
		☒ Accept Samples	
		☐ Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
RA	07/11/24 12:30	SP	7/12 9:50

By submitting samples, you are agreeing to ECEI's Terms and Conditions.
Samples will be disposed of 30 days after analysis

Page 1 of 2



COMPANY CONTACT INFORMATION	
Company: CT Consultants	Job Contact: Brendan Niehaus
Project Name: 3889 North Ridge Rd.	
Project ID #: 241967	Tel: (330) 749-1261

[illegible]

February 6, 2025

Ms. Sarah Tebbe
Ohio Environmental Protection Agency
Division of Environmental Response and Revitalization
50 West Town Street, Suite 700
Columbus, Ohio 43215

Re: Phase II Environmental Assessment Report
3389 N. Ridge Road, Perry, Lake County, Ohio 44081
Project: 242775

Dear Ms. Tebbe:

This report summarizes the Phase II Environmental Site Assessment (ESA) conducted at 3389 N. Ridge Road, Perry, Lake County, Ohio (referred to herein as the Property). Verdantas LLC (Verdantas) was contracted to conduct the Phase II ESA at the Property on behalf of Ohio Environmental Protection Agency (EPA) to evaluate the potential environmental conditions identified in connection with the Property in the September 2024 Phase I Environmental Site Assessment (ESA). The location of the Property is shown on Figure 1.

PROJECT DESCRIPTION

According to information supplied by the Client, the Property is 0.83 acre and is a former convenience store that operated gasoline, diesel, and kerosene underground storage tanks (USTs). According to information obtained from the Lake County Auditor, the Property is comprised of one (1) permanent parcel, 03A0200000150. The September 2024 Phase I ESA concluded that one (1) Recognized Environmental Condition (REC) existed in connection with Property and included:

- **REC-1:** Presence of five (5) USTs, associated underground piping, and dispensers.

The Phase II ESA included the installation and sampling of eight (8) soil bores and three (3) monitoring wells to evaluate potential impacts to soil and groundwater. A summary of the completed sampling activities and associated laboratory analyses is provided in Table 1. The sampling locations are provided on Figure 2.

SUMMARY OF PHASE II ENVIRONMENTAL SITE ASSESSMENT

Soil Investigation

On December 19, 2024, TerraProbe Environmental, Inc. (TerraProbe) installed eight (8) soil borings, designated SB-01 through SB-08 to investigate potential environmental conditions as detailed in the Phase I ESA dated September 2024. Soil borings were installed utilizing using a track mounted *GeoProbe 7822DT®* and direct push technologies. Drilling activities were conducted under the direct observation of a Verdantas geologist for the collection of soil samples. Prior to all drilling activities, Ohio Utilities Protection Service (OUPs) was contacted regarding the locations of buried utilities. Additionally, the soil boring locations were investigated for utilities using an electromagnetic scanner and GPR operated by TerraProbe.

Soil borings were continuously sampled from the ground surface to depths of approximately fifteen (15) feet. Each soil sample was collected using a dual-tube sampler with single-use acetate sampler liner. Following soil sampling all soil borings not converted to groundwater monitoring wells were backfilled with granular bentonite and surfaces restored to match the surrounding area.

Property-specific lithologic data obtained during drilling activities indicates that the Property is generally underlain by brown sand with traces of clay to a depth of fifteen feet. The sub-surface geology observed at the Property is representative of beach ridge sands associated with former limits of Lake Erie. With the exception of SB-01 that contained a limited zone of saturated soil at seven (7) feet in depth, no obvious saturated zone was encountered during drilling.

Verdantas field personnel wore a clean pair of nitrile gloves while handling each soil sample to maintain sample integrity. The sample equipment was washed in a non-phosphate soap solution and then rinsed with potable water between each sampling location. All decontamination procedures were performed under the observation of a Verdantas geologist.

A representative portion of soil from each sample interval was split and one half of the sample was placed in a clean *Zip-loc*® type bag for field headspace screening using a *MiniRAE 3000* photoionization detector (PID) equipped with a 10.6 eV lamp. Before screening, the PID was calibrated in accordance with the manufacturer's specifications using 100 parts per million (ppm) isobutylene gas standard. The soil sample collected for headspace screening was allowed to warm to ambient temperature to promote volatilization of VOCs. The PID probe was carefully inserted through the seal of each bag and the maximum meter response from each sample was recorded on the soil boring log. Soil sample PID screening results are depicted on the soil boring logs provided in Attachment A.

Groundwater Investigation

As part of the December 2024 assessment activities, soil borings SB-01, SB-02, SB-03 and SB-07 were converted to temporary groundwater monitoring wells MW-01(SB-01), MW-02(SB-02), MW-03(SB-03) and MW-07(SB-07), respectively. The temporary monitoring wells were constructed using a 1.0-inch diameter slotted polyvinyl chloride (PVC) screen and 1.0-inch PVC riser. Following sampling activities, the PVC well materials were removed, and the boreholes were backfilled with bentonite. Temporary monitoring well installation procedures were performed under the supervision of a Verdantas geologist.

Temporary monitoring well locations were chosen based upon the following due to the lack of PID readings:

- MW-01: Soil staining and petroleum odor in 2-4' interval, up-gradient of USTs and possible former dispenser location.
- MW-02: Soil staining and petroleum odor in 0-2' interval, proximity to "sink hole."
- MW-03: Soil staining and petroleum odor in 2-4' interval, cross-gradient of USTs.
- MW-07: Soil staining and petroleum odor in 4-6' interval, down-gradient of USTs.

Following installation, static water levels were measured in each temporary monitoring well. No measurable groundwater was encountered in any monitoring well. A Verdantas geologist returned to the Property the following day to measure static water levels. No measurable groundwater was encountered in any monitoring well.

Due to the absence of groundwater each temporary monitoring well was removed and the remaining void space filled with bentonite. MW-01, MW-02, and MW-07 were capped with asphalt and MW-03 was capped with soil; matching the surrounding area.

FINDINGS

Soil

Soil analytical results are presented in Table 1. Concentrations of polynuclear aromatic hydrocarbons (PAHs) were detected in SB-01 (2-4') and SB-05 (6-8'). With the exception of benzo(a)pyrene in SB-01(2-4') none of the detected concentrations exceed comparative Bureau of Underground Storage Tank Regulations (BUSTR) Closure Action Levels for Class 1 soil or Ohio Voluntary Action Program (VAP) Commercial/Industrial (C/I) land use standards. The detected concentration of benzo(a)pyrene in SB-01(2-4') exceeded its BUSTR Closure Action Level for Class I soil. Middle range total petroleum hydrocarbons, C₁₀-C₂₀; and/or heavy range total petroleum hydrocarbons, C₂₀ – C₃₄; were detected in SB-01 (2—4'), SB-02 (0-2'), SB-03 (2-4'), SB-05 (6-8'), SB-06 (6-8') and SB-07 (4-6'). None of the detected middle and heavy range TPH concentrations exceeded BUSTR Class 1 Closure Action Levels or Ohio VAP Soil Saturation values for Sand and Gravel. Soil bore and temporary monitoring well locations are provided in Figure 2. Laboratory reports are included as Attachment B.

If you have any questions regarding the contents of this report, please call John Zampino at 440-591-4942.

Recommendations

Based upon the information gathered during this investigation, Verdantas provides the following recommendations.

- Properly close all USTs and all associated appurtenances in accordance with BUSTR Closure requirements.

Sincerely,

VERDANTAS LLC


Jonathan Adams
Environmental Scientist


John A. Zampino
Senior Project Manager

Attachments

H:\2024\242775\PHASE\1 Phase II ESA\Draft Lakeside Fuel Phase II.Docx

TABLES

TABLE 1 SUMMARY OF SOIL ANALYTICAL RESULTS

Table 1
Lakeside Fuel
Soil Data Summary
All values presented as mg/kg

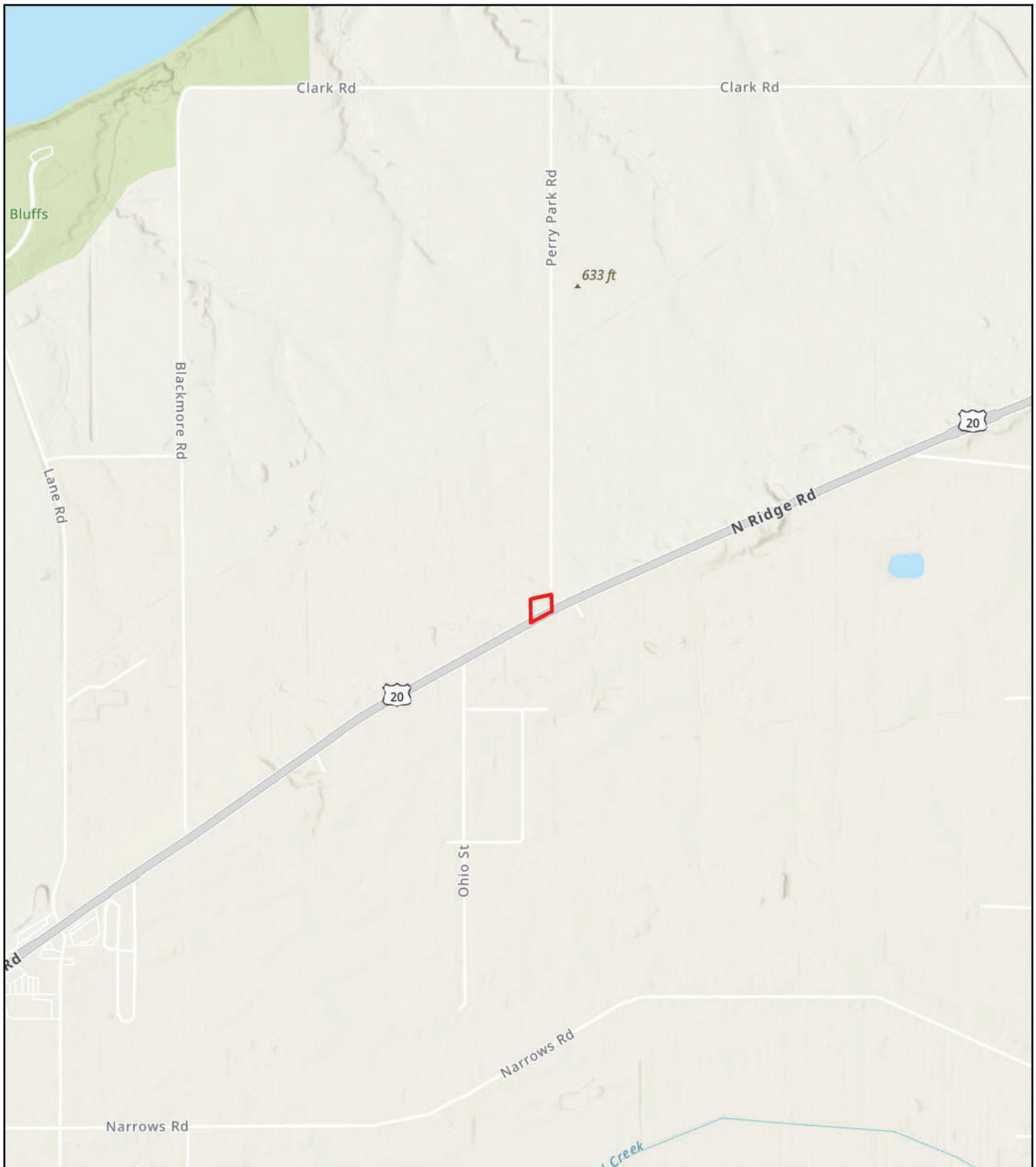
	BUSTR Class I Action Levels	Ohio VAP C/I Standards	SB-01	SB-02	SB-03	SB-04	SB-05	SB-06	SB-07	SB-08	Dup-01	TB- 12192024
Parameter			2-4'	0-2'	2-4'	0-2'	6-8'	6-8'	4-6'	0-2'		
			12/19/2024	12/19/2024	12/19/2024	12/19/2024	12/19/2024	12/19/2024	12/19/2024	12/19/2024	12/19/2024	12/19/2024
Volatile Organic Compounds EPA Method 8260												
No VOCs detected												
Polynuclear Aromatic Hydrocarbons EPA Method 8270												
1-Methylnaphthalene	NR	1.9	0.22	<0.22	<0.22	<0.23	0.75	<0.22	<0.23	<0.22	<0.23	NT
2-Methylnaphthalene	NR	8,900	0.33	<0.22	<0.22	<0.23	1.1	<0.22	<0.23	<0.22	<0.23	NT
Acenaphthylene	NR	130,000	1.4	<0.22	<0.22	<0.23	<0.24	<0.22	<0.23	<0.22	<0.23	NT
Anthracene	NR	670,000	0.27	<0.22	<0.22	<0.23	<0.24	<0.22	<0.23	<0.22	<0.23	NT
Benzo(a)anthracene	12	610	3	<0.11	<0.11	<0.11	0.92	<0.11	<0.11	<0.11	<0.11	NT
Benzo(a)pyrene	1.2	62	2.8	<0.11	<0.11	<0.11	0.94	<0.11	<0.11	<0.11	<0.11	NT
Benzo(b)fluoranthene	12	620	3.9	<0.22	<0.22	<0.23	1.7	<0.22	<0.23	<0.22	<0.23	NT
Benzo(g,h,i)perylene	120	67,000	2.3	<0.22	<0.22	<0.23	1.1	<0.22	<0.23	<0.22	<0.23	NT
Benzo(k)fluoranthene	NR	6,200	1.9	<0.22	<0.22	<0.23	0.53	<0.22	<0.23	<0.22	<0.23	NT
Chrysene	NR	62,000	2.3	<0.22	<0.22	<0.23	1	<0.22	<0.23	<0.22	<0.23	NT
Dibenzo(a,h)anthracene	NR	62	0.46	<0.11	<0.11	<0.11	0.28	<0.11	<0.11	<0.11	<0.11	NT
Fluoranthene	NR	89,000	1.3	<0.22	<0.22	<0.23	1	<0.22	<0.23	<0.22	<0.23	NT
Indeno(1,2,3-cd)pyrene	NR	620	1.7	<0.22	<0.22	<0.23	0.97	<0.22	<0.23	<0.22	<0.23	NT
Naphthalene	NR	230	0.29	<0.11	<0.11	<0.11	0.76	<0.11	<0.11	<0.11	<0.11	NT
Phenanthrene	NR	670,000	0.43	<0.22	<0.22	<0.23	0.91	<0.22	<0.23	<0.22	<0.23	NT
Pyrene	NR	67,000	1.2	<0.22	<0.22	<0.23	0.89	<0.22	<0.23	<0.22	<0.23	NT
Total Petroleum Hydrocarbons EPA Method 8015B												
C6-C12	1,000	1,000	<2.0	<2.2	<2.2	<2.3	<2.4	<2.2	<2.3	<2.2	<2.3	NT
C10-20	2,000	2,000	<14.0	<14.0	<14	<15	87	<15	<15	<15	<15	NT
C20-C34	5,000	5,000	20	16	35	<15	280	44	17	<15	<15	NT

BUSTR Closure Action Levels, 2022
Ohio VAP C/I Standards, 2024
NR - Not Regulated by BUSTR
Bold - Detected concentration
Exceeds comparative action level / standard
NT-Not tested

FIGURES

FIGURE 1 - PROPERTY LOCATION MAP

FIGURE 2 - PROPERTY LAYOUT WITH SAMPLE LOCATIONS



3389 N. Ridge Rd
Perry, Lake County,
Ohio 44081

CT Consultants
Project 241967

Figure 1: Subject Property Location Map

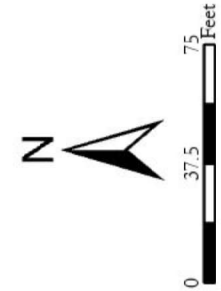
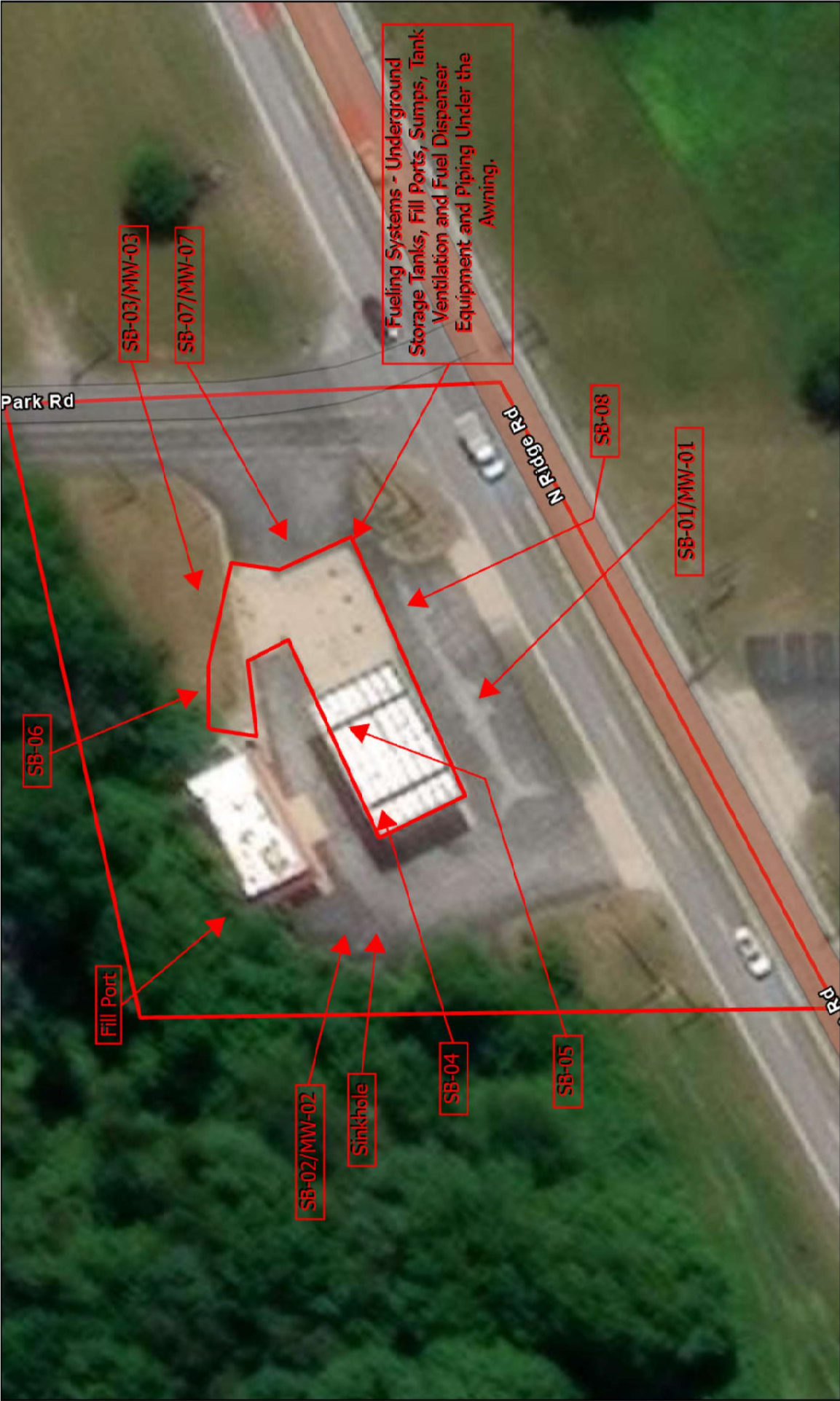
Province of Ontario, Esri Canada, Esri, TomTom, Garmin, SafeGraph,
GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,
USDA, USFWS, NRCAN, Parks Canada, Esri, NASA, NGA, USGS, FEMA

2024

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere



0 0.17 0.35 Mi



3389 N. Ridge Rd
Perry, Lake County,
Ohio 44081

CT Consultants
Project 242775

Sample Location Map

Maxar, Microsoft, Esri Community Maps Contributors, Province of Ontario, © OpenStreetMap, Microsoft, Esri Canada, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NCASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, NRCan, Parks Canada

2025

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

ATTACHMENT A

BORING LOGS



CT Consultants, Inc.
8150 Sterling Court
Mentor Ohio 44060
Telephone: (440) 951-9000

BORING NUMBER SB-01/MW-01

PAGE 1 OF 1

CLIENT	OH EPA	PROJECT NAME	Lakeside Fuel
PROJECT NUMBER	242775	PROJECT LOCATION	3389 North Ridge Road, Perry, Lake County, OH
DATE STARTED	12/19/24	COMPLETED	12/19/24
DRILLING CONTRACTOR	Terra Probe Environmental, Inc. D. McNally	GROUND ELEVATION	
DRILLING METHOD	Geoprobe	HOLE SIZE	
LOGGED BY	J. Adams	CHECKED BY	J. Zampino
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	PID (ppm)	GRAPHIC LOG	MATERIAL DESCRIPTION	WELL DIAGRAM
0						
	GS 0-2		0		0.3 2" asphalt rubble	
	GS 2-4		0		Light Brown Fine Sand, damp, black staining at 3' in depth, petroleum odor from 1' to 3' in depth	
	GS 4-6		0		Saturated at 7' in depth	5' of 1" PVC riser from 0' to 5' in depth
5	GS 6-8		0		Limited zone of saturation 7-8'	
	GS 8-10		0		8.0 Brown Coarse Sand, damp, no staining, trace stone, no odor	
10	GS 10-12		0			
	GS 12-14		0			10' of 1" PVC screen from 5' to 15' in depth
15	GS 14-15		0		15.0 Bottom of hole at 15.0 feet.	



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Mentor Ohio 44060
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BORING NUMBER SB-02/MW-02

PAGE 1 OF 1

CLIENT	OH EPA	PROJECT NAME	Lakeside Fuel
PROJECT NUMBER	242775	PROJECT LOCATION	3389 North Ridge Road, Perry, Lake County, OH
DATE STARTED	12/19/24	COMPLETED	12/19/24
DRILLING CONTRACTOR	Terra Probe Environmental, Inc. D. McNally	GROUND ELEVATION	
DRILLING METHOD	Geoprobe	HOLE SIZE	
LOGGED BY	J. Adams	CHECKED BY	J. Zampino
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	PID (ppm)	GRAPHIC LOG	MATERIAL DESCRIPTION	WELL DIAGRAM
0						
	GS 0-2		0		0.3 2" asphalt rubble	
	GS 2-4		0		Light Brown Fine Sand, damp, black staining from 1' to 2' in depth, trace black staining from 3' to 8' in depth, petroleum odor at 1' in depth	5' of 1" PVC riser from 0' to 5' in depth
5	GS 4-6		0			
	GS 6-8		0			
	GS 8-10		0		8.0 Brown Coarse Sand, damp, trace stone, no staining, no odor	
10	GS 10-12		0			10' of 1" PVC screen from 5' to 15' in depth
	GS 12-14		0			
15	GS 14-15		0		15.0 Bottom of hole at 15.0 feet.	



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8150 Sterling Court
Mentor Ohio 44060
Telephone: (440) 951-9000

BORING NUMBER SB-03/MW-03

PAGE 1 OF 1

CLIENT	OH EPA	PROJECT NAME	Lakeside Fuel
PROJECT NUMBER	242775	PROJECT LOCATION	3389 North Ridge Road, Perry, Lake County, OH
DATE STARTED	12/19/24	COMPLETED	12/19/24
DRILLING CONTRACTOR	Terra Probe Environmental, Inc. D. McNally	GROUND ELEVATION	
DRILLING METHOD	Geoprobe	HOLE SIZE	
LOGGED BY	J. Adams	CHECKED BY	J. Zampino
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	PID (ppm)	GRAPHIC LOG	MATERIAL DESCRIPTION	WELL DIAGRAM
0						
	GS 0-2		0		0.3 2" topsoil	
	GS 2-4		0		Light Brown Fine Sand, damp, black staining from 1' to 4' in depth, no odor	
5	GS 4-6		0			5' of 1" PVC riser from 0' to 5' in depth
	GS 6-8		0		5.0 Dark Brown Clayey Sand, damp, no staining, no odor	
	GS 8-10		0		7.0 Brown Coarse Sand, damp, no staining, trace rocks, no odor	
10	GS 10-12		0			
	GS 12-14		0			10' of 1" PVC screen from 5' to 15' in depth
15	GS 14-15		0		15.0	
					Bottom of hole at 15.0 feet.	



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BORING NUMBER SB-04

PAGE 1 OF 1

CLIENT	OH EPA	PROJECT NAME	Lakeside Fuel
PROJECT NUMBER	242775	PROJECT LOCATION	3389 North Ridge Road, Perry, Lake County, OH
DATE STARTED	12/19/24	COMPLETED	12/19/24
DRILLING CONTRACTOR	Terra Probe Environmental, Inc. D. McNally	GROUND ELEVATION	
DRILLING METHOD	Geoprobe	HOLE SIZE	
LOGGED BY	J. Adams	CHECKED BY	J. Zampino
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	PID (ppm)	GRAPHIC LOG	MATERIAL DESCRIPTION	WELL DIAGRAM
0						
	GS 0-2		0		0.3 2" concrete rubble	
	GS 2-4		0		Brown Fine Sand, damp, trace gravel, no staining, no odor, Black streaks from 0' to 1' in depth	
5	GS 4-6		0		4.0 Brown Sandy Clay, damp, trace gravel, no staining, no odor, gray mottling	
	GS 6-8		0		6.0 Brown Fine Sand, damp, no odor, no staining	
10	GS 8-10		0		10.0 Brown Coarse Sand, damp, trace gravel, no odor, no staining	
	GS 10-12		0			
	GS 12-14		0			
15	GS 14-15		0		15.0 Bottom of hole at 15.0 feet.	



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8150 Sterling Court
Mentor Ohio 44060
Telephone: (440) 951-9000

BORING NUMBER SB-05

PAGE 1 OF 1

CLIENT	OH EPA	PROJECT NAME	Lakeside Fuel
PROJECT NUMBER	242775	PROJECT LOCATION	3389 North Ridge Road, Perry, Lake County, OH
DATE STARTED	12/19/24	COMPLETED	12/19/24
DRILLING CONTRACTOR	Terra Probe Environmental, Inc. D. McNally	GROUND ELEVATION	
DRILLING METHOD	Geoprobe	HOLE SIZE	
LOGGED BY	J. Adams	CHECKED BY	J. Zampino
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	PID (ppm)	GRAPHIC LOG	MATERIAL DESCRIPTION	WELL DIAGRAM
0						
	GS 0-2		0		0.3 2" concrete rubble	
	GS 2-4		0		Light Brown Fine Sand, damp, black staining, petroleum odor	
					Heavier staining from 6-8' in depth	
5	GS 4-6		0			
	GS 6-8		0			
	GS 8-10		0		8.0 Light Brown Coarse Sand, damp, no staining, no odor	
10	GS 10-12		0		9.0 Dark Brown Silt, damp, no staining, no odor	
	GS 12-14		0		9.3 Light Brown Coarse Sand, damp, no staining, no odor	
	GS 14-15		0		12.0 Brown Coarse Sand, damp, no staining, no odor	
15			0		15.0 Bottom of hole at 15.0 feet.	



CT Consultants, Inc.
8150 Sterling Court
Mentor Ohio 44060
Telephone: (440) 951-9000

BORING NUMBER SB-06

PAGE 1 OF 1

CLIENT	OH EPA	PROJECT NAME	Lakeside Fuel
PROJECT NUMBER	242775	PROJECT LOCATION	3389 North Ridge Road, Perry, Lake County, OH
DATE STARTED	12/19/24	COMPLETED	12/19/24
DRILLING CONTRACTOR	Terra Probe Environmental, Inc. D. McNally	GROUND ELEVATION	
DRILLING METHOD	Geoprobe	HOLE SIZE	
LOGGED BY	J. Adams	CHECKED BY	J. Zampino
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	PID (ppm)	GRAPHIC LOG	MATERIAL DESCRIPTION	WELL DIAGRAM
0						
	GS 0-2		0		2" topsoil	
	GS 2-4		0		Light Brown Fine Sand, damp, black staining from 0' to 4' in depth and black staining from 6' to 8', petroleum odor from 6' to 8' in depth	
					Heavier staining from 6' to 7' in depth	
5	GS 4-6		0			
	GS 6-8		3.8			
	GS 8-10		0		Brown Coarse Sand, damp, no odor, no staining	
10	GS 10-12		0			
	GS 12-14		0			
	GS 14-15		0			
15					Bottom of hole at 15.0 feet.	



CT Consultants, Inc.
8150 Sterling Court
Mentor Ohio 44060
Telephone: (440) 951-9000

BORING NUMBER SB-07/MW-07

PAGE 1 OF 1

CLIENT	OH EPA	PROJECT NAME	Lakeside Fuel
PROJECT NUMBER	242775	PROJECT LOCATION	3389 North Ridge Road, Perry, Lake County, OH
DATE STARTED	12/19/24	COMPLETED	12/19/24
DRILLING CONTRACTOR	Terra Probe Environmental, Inc. D. McNally	GROUND ELEVATION	
DRILLING METHOD	Geoprobe	HOLE SIZE	
LOGGED BY	J. Adams	CHECKED BY	J. Zampino
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	PID (ppm)	GRAPHIC LOG	MATERIAL DESCRIPTION	WELL DIAGRAM
0						
	GS 0-2		0		0.3 4" asphalt rubble	
	GS 2-4		0		Brown Fine Sand, damp, trace black streaks, petroleum odor at 5' in depth	
5	GS 4-6		0			5' of 1" PVC riser from 0' to 5' in depth
	GS 6-8		0		6.0 Light Brown Fine Sand, damp, no staining, no odor	
10	GS 8-10		0		9.0 Brown Coarse Sand, damp, trace gravel, no staining, no odor	
	GS 10-12		0			10' of 1" PVC screen from 5' to 15' in depth
	GS 12-14		0			
15	GS 14-15		0		15.0 Bottom of hole at 15.0 feet.	



CT Consultants, Inc.
8150 Sterling Court
Mentor Ohio 44060
Telephone: (440) 951-9000

BORING NUMBER SB-08

PAGE 1 OF 1

CLIENT	OH EPA	PROJECT NAME	Lakeside Fuel
PROJECT NUMBER	242775	PROJECT LOCATION	3389 North Ridge Road, Perry, Lake County, OH
DATE STARTED	12/19/24	COMPLETED	12/19/24
DRILLING CONTRACTOR	Terra Probe Environmental, Inc. D. McNally	GROUND ELEVATION	
DRILLING METHOD	Geoprobe	HOLE SIZE	
LOGGED BY	J. Adams	CHECKED BY	J. Zampino
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	PID (ppm)	GRAPHIC LOG	MATERIAL DESCRIPTION	WELL DIAGRAM
0						
	GS 0-2		0		0.3 4" asphalt rubble Brown Fine Sand, damp, black staining from 1' to 4' in depth, petroleum odor from 0' to 2' in depth	
	GS 2-4		0			
5	GS 4-6		0		4.0 Light Brown Fine Sand, damp, no staining, no odor	
	GS 6-8		0			
10	GS 8-10		0		8.0 Brown Coarse Sand, damp, trace gravel, no staining, no odor	
	GS 10-12		0			
	GS 12-14		0			
15	GS 14-15		0		15.0 Bottom of hole at 15.0 feet.	

ATTACHMENT B

LABORATORY REPORTS



09-Jan-2025

Jonathan Adams
CT Consultants, Inc.
8150 Sterling Court
Mentor, OH 44060

Re: **Lakeside Fuel;242775**

Work Order: **24120535**

Dear Jonathan,

ALS Environmental received 10 samples on 20-Dec-2024 03:00 PM for the analyses presented in the following report.

The analytical data provided relates directly to the samples received by ALS Environmental and for only the analyses requested.

QC sample results for this data met laboratory specifications. Any exceptions are noted in the Case Narrative, or noted with qualifiers in the report or QC batch information. Should this laboratory report need to be reproduced, it should be reproduced in full unless written approval has been obtained from ALS Laboratory Group. Samples will be disposed in 30 days unless storage arrangements are made.

The total number of pages in this report is 51.

If you have any questions regarding this report, please feel free to contact me.

Sincerely,

Rob Nieman

Electronically approved by: Rob Nieman

Rob Nieman
Project Manager

Report of Laboratory Analysis

ADDRESS 4388 Glendale Milford Rd Cincinnati, OH 45242- | PHONE (513) 733-5336 | FAX (513) 733-5347

ALS GROUP USA, CORP Part of the ALS Laboratory Group A Campbell Brothers Limited Company

Environmental 

www.alsglobal.com

RIGHT SOLUTIONS RIGHT PARTNER

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Work Order: 24120535

Work Order Sample Summary

<u>Lab Samp ID</u>	<u>Client Sample ID</u>	<u>Matrix</u>	<u>Tag Number</u>	<u>Collection Date</u>	<u>Date Received</u>	<u>Hold</u>
24120535-01	SB-01 (2-4)	Soil		12/19/2024 09:50	12/20/2024 15:00	☐
24120535-02	SB-02 (0-2)	Soil		12/19/2024 10:30	12/20/2024 15:00	☐
24120535-03	SB-03 (2-4)	Soil		12/19/2024 10:55	12/20/2024 15:00	☐
24120535-04	SB-04 (0-2)	Soil		12/19/2024 11:20	12/20/2024 15:00	☐
24120535-05	SB-05 (6-8)	Soil		12/19/2024 11:40	12/20/2024 15:00	☐
24120535-06	SB-06 (6-8)	Soil		12/19/2024 11:55	12/20/2024 15:00	☐
24120535-07	SB-07 (4-6)	Soil		12/19/2024 12:20	12/20/2024 15:00	☐
24120535-08	SB-08 (0-2)	Soil		12/19/2024 12:50	12/20/2024 15:00	☐
24120535-09	DUP-01	Soil		12/19/2024 12:05	12/20/2024 15:00	☐
24120535-10	TB-12192024	Water		12/19/2024	12/20/2024 15:00	☐

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Work Order: 24120535

Case Narrative

The analytical data provided relates directly to the samples received by ALS Environmental and for only the analyses requested.

Results relate only to the items tested and are not blank corrected unless indicated.

QC sample results for this data met laboratory specifications. Any exceptions are noted in the Case Narrative, or noted with qualifiers in the report or QC batch information. Should this laboratory report need to be reproduced, it should be reproduced in full unless written approval has been obtained from ALS Environmental. Samples will be disposed in 30 days unless storage arrangements are made.

ALS is an EPA recognized NLLAP laboratory for lead paint, soil, and dust wipe analyses under its AIHA LAP accreditation.

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-01 (2-4)
Collection Date: 12/19/2024 09:50 AM

Work Order: 24120535
Lab ID: 24120535-01
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
DIESEL RANGE ORGANICS AND OIL RANGE ORGANICS			SW8015B	Prep: SW3546 1/8/25 14:08	Analyst: TME	
TPH C10-C20	ND		14	mg/Kg-dry	1	1/8/2025 08:58 PM
TPH C20-C34	20		14	mg/Kg-dry	1	1/8/2025 08:58 PM
Surr: Nonane	53.4		29.9-93.3	%REC	1	1/8/2025 08:58 PM
Surr: Pentacosane	68.7		28.2-111	%REC	1	1/8/2025 08:58 PM
GASOLINE RANGE ORGANICS (C6-C12)			SW8015A		Analyst: CC	
TPH C6-C12	ND		2.1	mg/Kg-dry	1	1/1/2025 10:38 AM
Surr: Cyclooctane	93.6		65.2-156	%REC	1	1/1/2025 10:38 AM
MOISTURE			SM2540B		Analyst: CS	
Moisture	6.8			% of sample	1	12/30/2024
PAH COMPOUNDS			SW8270C	Prep: SW3546 1/8/25 13:49	Analyst: GBK	
1-Methylnaphthalene	220		210	µg/Kg-dry	1	1/8/2025 06:01 PM
2-Methylnaphthalene	330		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Acenaphthene	ND		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Acenaphthylene	1,400		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Anthracene	270		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Benzo(a)anthracene	3,000		110	µg/Kg-dry	1	1/8/2025 06:01 PM
Benzo(a)pyrene	2,800		110	µg/Kg-dry	1	1/8/2025 06:01 PM
Benzo(b)fluoranthene	3,900		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Benzo(g,h,i)perylene	2,300		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Benzo(k)fluoranthene	1,900		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Carbazole	ND		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Chrysene	2,300		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Dibenzo(a,h)anthracene	460		110	µg/Kg-dry	1	1/8/2025 06:01 PM
Dibenzofuran	ND		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Fluoranthene	1,300		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Fluorene	ND		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Indeno(1,2,3-cd)pyrene	1,700		110	µg/Kg-dry	1	1/8/2025 06:01 PM
Naphthalene	290		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Phenanthrene	430		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Pyrene	1,200		210	µg/Kg-dry	1	1/8/2025 06:01 PM
Surr: 2-Fluorobiphenyl	53.5		28.9-95	%REC	1	1/8/2025 06:01 PM
VOLATILE ORGANIC COMPOUNDS			SW8260B		Analyst: LAK	
1,1,1,2-Tetrachloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,1,1-Trichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,1,2,2-Tetrachloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,1,2-Trichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,1-Dichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-01 (2-4)
Collection Date: 12/19/2024 09:50 AM

Work Order: 24120535
Lab ID: 24120535-01
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
1,1-Dichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,1-Dichloropropene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,2,3-Trichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,2,3-Trichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,2,4-Trichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,2,4-Trimethylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,2-Dibromo-3-chloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,2-Dibromoethane	ND		0.83	µg/Kg-dry	1	12/31/2024 01:49 PM
1,2-Dichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,2-Dichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,2-Dichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,3,5-Trimethylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,3-Dichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,3-Dichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
1,4-Dichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
2,2-Dichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
2-Butanone	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
2-Chlorotoluene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
2-Hexanone	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
4-Chlorotoluene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
4-Methyl-2-pentanone	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Acetone	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Benzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Bromobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Bromochloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Bromodichloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Bromoform	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Bromomethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Carbon disulfide	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Carbon tetrachloride	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Chlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Chloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Chloroform	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Chloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
cis-1,2-Dichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
cis-1,3-Dichloropropene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Dibromochloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Dibromomethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Dichlorodifluoromethane	ND		8.6	µg/Kg-dry	1	12/31/2024 01:49 PM
Ethylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-01 (2-4)
Collection Date: 12/19/2024 09:50 AM

Work Order: 24120535
Lab ID: 24120535-01
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
Hexachlorobutadiene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Isopropylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
m,p-Xylene	ND		11	µg/Kg-dry	1	12/31/2024 01:49 PM
Methyl tert-butyl ether	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Methylene chloride	ND		21	µg/Kg-dry	1	12/31/2024 01:49 PM
Naphthalene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
n-Butylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
n-Propylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
o-Xylene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
p-Isopropyltoluene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
sec-Butylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Styrene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
tert-Butylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Tetrachloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Toluene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
trans-1,2-Dichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
trans-1,3-Dichloropropene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Trichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Trichlorofluoromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Vinyl chloride	ND		5.4	µg/Kg-dry	1	12/31/2024 01:49 PM
Xylenes, Total	ND		16	µg/Kg-dry	1	12/31/2024 01:49 PM
Surr: 4-Bromofluorobenzene	102		78.9-128	%REC	1	12/31/2024 01:49 PM
Surr: Dibromofluoromethane	114		79.1-140	%REC	1	12/31/2024 01:49 PM
Surr: Toluene-d8	102		84.5-124	%REC	1	12/31/2024 01:49 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-02 (0-2)
Collection Date: 12/19/2024 10:30 AM

Work Order: 24120535
Lab ID: 24120535-02
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
DIESEL RANGE ORGANICS AND OIL RANGE ORGANICS			SW8015B	Prep: SW3546 1/8/25 14:08	Analyst: TME	
TPH C10-C20	ND		14	mg/Kg-dry	1	1/8/2025 09:10 PM
TPH C20-C34	16		14	mg/Kg-dry	1	1/8/2025 09:10 PM
Surr: Nonane	52.6		29.9-93.3	%REC	1	1/8/2025 09:10 PM
Surr: Pentacosane	68.1		28.2-111	%REC	1	1/8/2025 09:10 PM
GASOLINE RANGE ORGANICS (C6-C12)			SW8015A		Analyst: CC	
TPH C6-C12	ND		2.2	mg/Kg-dry	1	1/1/2025 11:00 AM
Surr: Cyclooctane	96.0		65.2-156	%REC	1	1/1/2025 11:00 AM
MOISTURE			SM2540B		Analyst: CS	
Moisture	7.2			% of sample	1	12/30/2024
PAH COMPOUNDS			SW8270C	Prep: SW3546 1/8/25 13:49	Analyst: GBK	
1-Methylnaphthalene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
2-Methylnaphthalene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Acenaphthene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Acenaphthylene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Anthracene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Benzo(a)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 04:03 PM
Benzo(a)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 04:03 PM
Benzo(b)fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Benzo(g,h,i)perylene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Benzo(k)fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Carbazole	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Chrysene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Dibenzo(a,h)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 04:03 PM
Dibenzofuran	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Fluorene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Indeno(1,2,3-cd)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 04:03 PM
Naphthalene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Phenanthrene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Pyrene	ND		220	µg/Kg-dry	1	1/8/2025 04:03 PM
Surr: 2-Fluorobiphenyl	52.3		28.9-95	%REC	1	1/8/2025 04:03 PM
VOLATILE ORGANIC COMPOUNDS			SW8260B		Analyst: LAK	
1,1,1,2-Tetrachloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,1,1-Trichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,1,2,2-Tetrachloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,1,2-Trichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,1-Dichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-02 (0-2)
Collection Date: 12/19/2024 10:30 AM

Work Order: 24120535
Lab ID: 24120535-02
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
1,1-Dichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,1-Dichloropropene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,2,3-Trichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,2,3-Trichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,2,4-Trichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,2,4-Trimethylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,2-Dibromo-3-chloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,2-Dibromoethane	ND		0.83	µg/Kg-dry	1	12/31/2024 02:06 PM
1,2-Dichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,2-Dichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,2-Dichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,3,5-Trimethylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,3-Dichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,3-Dichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
1,4-Dichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
2,2-Dichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
2-Butanone	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
2-Chlorotoluene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
2-Hexanone	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
4-Chlorotoluene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
4-Methyl-2-pentanone	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Acetone	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Benzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Bromobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Bromochloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Bromodichloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Bromoform	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Bromomethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Carbon disulfide	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Carbon tetrachloride	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Chlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Chloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Chloroform	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Chloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
cis-1,2-Dichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
cis-1,3-Dichloropropene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Dibromochloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Dibromomethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Dichlorodifluoromethane	ND		8.6	µg/Kg-dry	1	12/31/2024 02:06 PM
Ethylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-02 (0-2)
Collection Date: 12/19/2024 10:30 AM

Work Order: 24120535
Lab ID: 24120535-02
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
Hexachlorobutadiene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Isopropylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
m,p-Xylene	ND		11	µg/Kg-dry	1	12/31/2024 02:06 PM
Methyl tert-butyl ether	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Methylene chloride	ND		22	µg/Kg-dry	1	12/31/2024 02:06 PM
Naphthalene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
n-Butylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
n-Propylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
o-Xylene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
p-Isopropyltoluene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
sec-Butylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Styrene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
tert-Butylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Tetrachloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Toluene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
trans-1,2-Dichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
trans-1,3-Dichloropropene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Trichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Trichlorofluoromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Vinyl chloride	ND		5.4	µg/Kg-dry	1	12/31/2024 02:06 PM
Xylenes, Total	ND		16	µg/Kg-dry	1	12/31/2024 02:06 PM
Surr: 4-Bromofluorobenzene	100		78.9-128	%REC	1	12/31/2024 02:06 PM
Surr: Dibromofluoromethane	115		79.1-140	%REC	1	12/31/2024 02:06 PM
Surr: Toluene-d8	104		84.5-124	%REC	1	12/31/2024 02:06 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-03 (2-4)
Collection Date: 12/19/2024 10:55 AM

Work Order: 24120535
Lab ID: 24120535-03
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
DIESEL RANGE ORGANICS AND OIL RANGE ORGANICS			SW8015B	Prep: SW3546 1/8/25 14:08	Analyst: TME	
TPH C10-C20	ND		15	mg/Kg-dry	1	1/8/2025 09:22 PM
TPH C20-C34	35		15	mg/Kg-dry	1	1/8/2025 09:22 PM
Surr: Nonane	37.7		29.9-93.3	%REC	1	1/8/2025 09:22 PM
Surr: Pentacosane	68.5		28.2-111	%REC	1	1/8/2025 09:22 PM
GASOLINE RANGE ORGANICS (C6-C12)			SW8015A		Analyst: CC	
TPH C6-C12	ND		2.2	mg/Kg-dry	1	1/1/2025 11:23 AM
Surr: Cyclooctane	93.5		65.2-156	%REC	1	1/1/2025 11:23 AM
MOISTURE			SM2540B		Analyst: CS	
Moisture	11			% of sample	1	12/30/2024
PAH COMPOUNDS			SW8270C	Prep: SW3546 1/8/25 13:49	Analyst: GBK	
1-Methylnaphthalene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
2-Methylnaphthalene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Acenaphthene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Acenaphthylene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Anthracene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Benzo(a)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 04:19 PM
Benzo(a)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 04:19 PM
Benzo(b)fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Benzo(g,h,i)perylene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Benzo(k)fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Carbazole	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Chrysene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Dibenzo(a,h)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 04:19 PM
Dibenzofuran	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Fluorene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Indeno(1,2,3-cd)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 04:19 PM
Naphthalene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Phenanthrene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Pyrene	ND		220	µg/Kg-dry	1	1/8/2025 04:19 PM
Surr: 2-Fluorobiphenyl	54.5		28.9-95	%REC	1	1/8/2025 04:19 PM
VOLATILE ORGANIC COMPOUNDS			SW8260B		Analyst: LAK	
1,1,1,2-Tetrachloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,1,1-Trichloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,1,2,2-Tetrachloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,1,2-Trichloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,1-Dichloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-03 (2-4)
Collection Date: 12/19/2024 10:55 AM

Work Order: 24120535
Lab ID: 24120535-03
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
1,1-Dichloroethene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,1-Dichloropropene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,2,3-Trichlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,2,3-Trichloropropane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,2,4-Trichlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,2,4-Trimethylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,2-Dibromo-3-chloropropane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,2-Dibromoethane	ND		0.86	µg/Kg-dry	1	12/31/2024 02:23 PM
1,2-Dichlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,2-Dichloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,2-Dichloropropane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,3,5-Trimethylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,3-Dichlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,3-Dichloropropane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
1,4-Dichlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
2,2-Dichloropropane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
2-Butanone	ND		56	µg/Kg-dry	1	12/31/2024 02:23 PM
2-Chlorotoluene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
2-Hexanone	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
4-Chlorotoluene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
4-Methyl-2-pentanone	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Acetone	ND		56	µg/Kg-dry	1	12/31/2024 02:23 PM
Benzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Bromobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Bromochloromethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Bromodichloromethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Bromoform	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Bromomethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Carbon disulfide	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Carbon tetrachloride	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Chlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Chloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Chloroform	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Chloromethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
cis-1,2-Dichloroethene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
cis-1,3-Dichloropropene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Dibromochloromethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Dibromomethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Dichlorodifluoromethane	ND		9.0	µg/Kg-dry	1	12/31/2024 02:23 PM
Ethylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-03 (2-4)
Collection Date: 12/19/2024 10:55 AM

Work Order: 24120535
Lab ID: 24120535-03
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
Hexachlorobutadiene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Isopropylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
m,p-Xylene	ND		11	µg/Kg-dry	1	12/31/2024 02:23 PM
Methyl tert-butyl ether	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Methylene chloride	ND		22	µg/Kg-dry	1	12/31/2024 02:23 PM
Naphthalene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
n-Butylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
n-Propylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
o-Xylene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
p-Isopropyltoluene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
sec-Butylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Styrene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
tert-Butylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Tetrachloroethene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Toluene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
trans-1,2-Dichloroethene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
trans-1,3-Dichloropropene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Trichloroethene	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Trichlorofluoromethane	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Vinyl chloride	ND		5.6	µg/Kg-dry	1	12/31/2024 02:23 PM
Xylenes, Total	ND		17	µg/Kg-dry	1	12/31/2024 02:23 PM
Surr: 4-Bromofluorobenzene	99.9		78.9-128	%REC	1	12/31/2024 02:23 PM
Surr: Dibromofluoromethane	114		79.1-140	%REC	1	12/31/2024 02:23 PM
Surr: Toluene-d8	103		84.5-124	%REC	1	12/31/2024 02:23 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-04 (0-2)
Collection Date: 12/19/2024 11:20 AM

Work Order: 24120535
Lab ID: 24120535-04
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
DIESEL RANGE ORGANICS AND OIL RANGE ORGANICS			SW8015B	Prep: SW3546 1/8/25 14:08		Analyst: TME
TPH C10-C20	ND		15	mg/Kg-dry	1	1/9/2025 02:28 PM
TPH C20-C34	ND		15	mg/Kg-dry	1	1/9/2025 02:28 PM
Surr: Nonane	51.0		29.9-93.3	%REC	1	1/9/2025 02:28 PM
Surr: Pentacosane	59.8		28.2-111	%REC	1	1/9/2025 02:28 PM
GASOLINE RANGE ORGANICS (C6-C12)			SW8015A			Analyst: CC
TPH C6-C12	ND		2.3	mg/Kg-dry	1	1/1/2025 11:46 AM
Surr: Cyclooctane	98.3		65.2-156	%REC	1	1/1/2025 11:46 AM
MOISTURE			SM2540B			Analyst: CS
Moisture	12			% of sample	1	12/30/2024
PAH COMPOUNDS			SW8270C	Prep: SW3546 1/8/25 13:49		Analyst: GBK
1-Methylnaphthalene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
2-Methylnaphthalene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Acenaphthene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Acenaphthylene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Anthracene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Benzo(a)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 04:36 PM
Benzo(a)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 04:36 PM
Benzo(b)fluoranthene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Benzo(g,h,i)perylene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Benzo(k)fluoranthene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Carbazole	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Chrysene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Dibenzo(a,h)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 04:36 PM
Dibenzofuran	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Fluoranthene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Fluorene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Indeno(1,2,3-cd)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 04:36 PM
Naphthalene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Phenanthrene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Pyrene	ND		230	µg/Kg-dry	1	1/8/2025 04:36 PM
Surr: 2-Fluorobiphenyl	53.4		28.9-95	%REC	1	1/8/2025 04:36 PM
VOLATILE ORGANIC COMPOUNDS			SW8260B			Analyst: LAK
1,1,1,2-Tetrachloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,1,1-Trichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,1,2,2-Tetrachloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,1,2-Trichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,1-Dichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-04 (0-2)
Collection Date: 12/19/2024 11:20 AM

Work Order: 24120535
Lab ID: 24120535-04
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
1,1-Dichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,1-Dichloropropene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,2,3-Trichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,2,3-Trichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,2,4-Trichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,2,4-Trimethylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,2-Dibromo-3-chloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,2-Dibromoethane	ND		0.88	µg/Kg-dry	1	12/31/2024 02:40 PM
1,2-Dichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,2-Dichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,2-Dichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,3,5-Trimethylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,3-Dichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,3-Dichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
1,4-Dichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
2,2-Dichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
2-Butanone	ND		57	µg/Kg-dry	1	12/31/2024 02:40 PM
2-Chlorotoluene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
2-Hexanone	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
4-Chlorotoluene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
4-Methyl-2-pentanone	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Acetone	ND		57	µg/Kg-dry	1	12/31/2024 02:40 PM
Benzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Bromobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Bromochloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Bromodichloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Bromoform	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Bromomethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Carbon disulfide	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Carbon tetrachloride	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Chlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Chloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Chloroform	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Chloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
cis-1,2-Dichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
cis-1,3-Dichloropropene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Dibromochloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Dibromomethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Dichlorodifluoromethane	ND		9.1	µg/Kg-dry	1	12/31/2024 02:40 PM
Ethylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-04 (0-2)
Collection Date: 12/19/2024 11:20 AM

Work Order: 24120535
Lab ID: 24120535-04
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
Hexachlorobutadiene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Isopropylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
m,p-Xylene	ND		11	µg/Kg-dry	1	12/31/2024 02:40 PM
Methyl tert-butyl ether	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Methylene chloride	ND		23	µg/Kg-dry	1	12/31/2024 02:40 PM
Naphthalene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
n-Butylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
n-Propylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
o-Xylene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
p-Isopropyltoluene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
sec-Butylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Styrene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
tert-Butylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Tetrachloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Toluene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
trans-1,2-Dichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
trans-1,3-Dichloropropene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Trichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Trichlorofluoromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Vinyl chloride	ND		5.7	µg/Kg-dry	1	12/31/2024 02:40 PM
Xylenes, Total	ND		17	µg/Kg-dry	1	12/31/2024 02:40 PM
Surr: 4-Bromofluorobenzene	101		78.9-128	%REC	1	12/31/2024 02:40 PM
Surr: Dibromofluoromethane	115		79.1-140	%REC	1	12/31/2024 02:40 PM
Surr: Toluene-d8	104		84.5-124	%REC	1	12/31/2024 02:40 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-05 (6-8)
Collection Date: 12/19/2024 11:40 AM

Work Order: 24120535
Lab ID: 24120535-05
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
DIESEL RANGE ORGANICS AND OIL RANGE ORGANICS						
			SW8015B		Prep: SW3546 1/8/25 14:08	Analyst: TME
TPH C10-C20	87		16	mg/Kg-dry	1	1/8/2025 10:11 PM
TPH C20-C34	280		16	mg/Kg-dry	1	1/8/2025 10:11 PM
Surr: Nonane	37.2		29.9-93.3	%REC	1	1/8/2025 10:11 PM
Surr: Pentacosane	61.6		28.2-111	%REC	1	1/8/2025 10:11 PM
GASOLINE RANGE ORGANICS (C6-C12)						
			SW8015A			Analyst: CC
TPH C6-C12	ND		2.4	mg/Kg-dry	1	1/1/2025 12:09 PM
Surr: Cyclooctane	91.4		65.2-156	%REC	1	1/1/2025 12:09 PM
MOISTURE						
			SM2540B			Analyst: CS
Moisture	15			% of sample	1	12/30/2024
PAH COMPOUNDS						
			SW8270C		Prep: SW3546 1/8/25 13:49	Analyst: GBK
1-Methylnaphthalene	750		240	µg/Kg-dry	1	1/8/2025 05:44 PM
2-Methylnaphthalene	1,100		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Acenaphthene	ND		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Acenaphthylene	ND		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Anthracene	ND		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Benzo(a)anthracene	920		120	µg/Kg-dry	1	1/8/2025 05:44 PM
Benzo(a)pyrene	940		120	µg/Kg-dry	1	1/8/2025 05:44 PM
Benzo(b)fluoranthene	1,700		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Benzo(g,h,i)perylene	1,100		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Benzo(k)fluoranthene	530		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Carbazole	ND		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Chrysene	1,000		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Dibenzo(a,h)anthracene	280		120	µg/Kg-dry	1	1/8/2025 05:44 PM
Dibenzofuran	ND		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Fluoranthene	1,000		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Fluorene	ND		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Indeno(1,2,3-cd)pyrene	970		120	µg/Kg-dry	1	1/8/2025 05:44 PM
Naphthalene	760		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Phenanthrene	910		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Pyrene	890		240	µg/Kg-dry	1	1/8/2025 05:44 PM
Surr: 2-Fluorobiphenyl	60.0		28.9-95	%REC	1	1/8/2025 05:44 PM
VOLATILE ORGANIC COMPOUNDS						
			SW8260B			Analyst: LAK
1,1,1,2-Tetrachloroethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,1,1-Trichloroethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,1,2,2-Tetrachloroethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,1,2-Trichloroethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,1-Dichloroethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-05 (6-8)
Collection Date: 12/19/2024 11:40 AM

Work Order: 24120535
Lab ID: 24120535-05
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
1,1-Dichloroethene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,1-Dichloropropene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,2,3-Trichlorobenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,2,3-Trichloropropane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,2,4-Trichlorobenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,2,4-Trimethylbenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,2-Dibromo-3-chloropropane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,2-Dibromoethane	ND		0.91	µg/Kg-dry	1	12/31/2024 02:57 PM
1,2-Dichlorobenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,2-Dichloroethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,2-Dichloropropane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,3,5-Trimethylbenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,3-Dichlorobenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,3-Dichloropropane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
1,4-Dichlorobenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
2,2-Dichloropropane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
2-Butanone	ND		59	µg/Kg-dry	1	12/31/2024 02:57 PM
2-Chlorotoluene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
2-Hexanone	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
4-Chlorotoluene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
4-Methyl-2-pentanone	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Acetone	ND		59	µg/Kg-dry	1	12/31/2024 02:57 PM
Benzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Bromobenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Bromochloromethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Bromodichloromethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Bromoform	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Bromomethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Carbon disulfide	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Carbon tetrachloride	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Chlorobenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Chloroethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Chloroform	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Chloromethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
cis-1,2-Dichloroethene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
cis-1,3-Dichloropropene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Dibromochloromethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Dibromomethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Dichlorodifluoromethane	ND		9.4	µg/Kg-dry	1	12/31/2024 02:57 PM
Ethylbenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-05 (6-8)
Collection Date: 12/19/2024 11:40 AM

Work Order: 24120535
Lab ID: 24120535-05
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
Hexachlorobutadiene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Isopropylbenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
m,p-Xylene	ND		12	µg/Kg-dry	1	12/31/2024 02:57 PM
Methyl tert-butyl ether	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Methylene chloride	ND		24	µg/Kg-dry	1	12/31/2024 02:57 PM
Naphthalene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
n-Butylbenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
n-Propylbenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
o-Xylene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
p-Isopropyltoluene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
sec-Butylbenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Styrene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
tert-Butylbenzene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Tetrachloroethene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Toluene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
trans-1,2-Dichloroethene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
trans-1,3-Dichloropropene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Trichloroethene	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Trichlorofluoromethane	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Vinyl chloride	ND		5.9	µg/Kg-dry	1	12/31/2024 02:57 PM
Xylenes, Total	ND		18	µg/Kg-dry	1	12/31/2024 02:57 PM
Surr: 4-Bromofluorobenzene	100		78.9-128	%REC	1	12/31/2024 02:57 PM
Surr: Dibromofluoromethane	114		79.1-140	%REC	1	12/31/2024 02:57 PM
Surr: Toluene-d8	104		84.5-124	%REC	1	12/31/2024 02:57 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-06 (6-8)
Collection Date: 12/19/2024 11:55 AM

Work Order: 24120535
Lab ID: 24120535-06
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
DIESEL RANGE ORGANICS AND OIL RANGE ORGANICS			SW8015B	Prep: SW3546 1/8/25 14:08		Analyst: TME
TPH C10-C20	ND		15	mg/Kg-dry	1	1/8/2025 10:24 PM
TPH C20-C34	44		15	mg/Kg-dry	1	1/8/2025 10:24 PM
Surr: Nonane	53.7		29.9-93.3	%REC	1	1/8/2025 10:24 PM
Surr: Pentacosane	71.9		28.2-111	%REC	1	1/8/2025 10:24 PM
GASOLINE RANGE ORGANICS (C6-C12)			SW8015A			Analyst: CC
TPH C6-C12	ND		2.2	mg/Kg-dry	1	1/1/2025 12:32 PM
Surr: Cyclooctane	91.4		65.2-156	%REC	1	1/1/2025 12:32 PM
MOISTURE			SM2540B			Analyst: CS
Moisture	10			% of sample	1	12/30/2024
PAH COMPOUNDS			SW8270C	Prep: SW3546 1/8/25 13:49		Analyst: GBK
1-Methylnaphthalene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
2-Methylnaphthalene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Acenaphthene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Acenaphthylene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Anthracene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Benzo(a)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 03:46 PM
Benzo(a)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 03:46 PM
Benzo(b)fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Benzo(g,h,i)perylene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Benzo(k)fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Carbazole	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Chrysene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Dibenzo(a,h)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 03:46 PM
Dibenzofuran	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Fluorene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Indeno(1,2,3-cd)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 03:46 PM
Naphthalene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Phenanthrene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Pyrene	ND		220	µg/Kg-dry	1	1/8/2025 03:46 PM
Surr: 2-Fluorobiphenyl	56.6		28.9-95	%REC	1	1/8/2025 03:46 PM
VOLATILE ORGANIC COMPOUNDS			SW8260B			Analyst: LAK
1,1,1,2-Tetrachloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,1,1-Trichloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,1,2,2-Tetrachloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,1,2-Trichloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,1-Dichloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-06 (6-8)
Collection Date: 12/19/2024 11:55 AM

Work Order: 24120535
Lab ID: 24120535-06
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
1,1-Dichloroethene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,1-Dichloropropene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,2,3-Trichlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,2,3-Trichloropropane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,2,4-Trichlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,2,4-Trimethylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,2-Dibromo-3-chloropropane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,2-Dibromoethane	ND		0.86	µg/Kg-dry	1	12/31/2024 03:14 PM
1,2-Dichlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,2-Dichloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,2-Dichloropropane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,3,5-Trimethylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,3-Dichlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,3-Dichloropropane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
1,4-Dichlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
2,2-Dichloropropane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
2-Butanone	ND		56	µg/Kg-dry	1	12/31/2024 03:14 PM
2-Chlorotoluene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
2-Hexanone	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
4-Chlorotoluene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
4-Methyl-2-pentanone	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Acetone	ND		56	µg/Kg-dry	1	12/31/2024 03:14 PM
Benzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Bromobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Bromochloromethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Bromodichloromethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Bromoform	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Bromomethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Carbon disulfide	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Carbon tetrachloride	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Chlorobenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Chloroethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Chloroform	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Chloromethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
cis-1,2-Dichloroethene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
cis-1,3-Dichloropropene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Dibromochloromethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Dibromomethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Dichlorodifluoromethane	ND		8.9	µg/Kg-dry	1	12/31/2024 03:14 PM
Ethylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-06 (6-8)
Collection Date: 12/19/2024 11:55 AM

Work Order: 24120535
Lab ID: 24120535-06
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
Hexachlorobutadiene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Isopropylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
m,p-Xylene	ND		11	µg/Kg-dry	1	12/31/2024 03:14 PM
Methyl tert-butyl ether	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Methylene chloride	ND		22	µg/Kg-dry	1	12/31/2024 03:14 PM
Naphthalene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
n-Butylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
n-Propylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
o-Xylene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
p-Isopropyltoluene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
sec-Butylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Styrene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
tert-Butylbenzene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Tetrachloroethene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Toluene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
trans-1,2-Dichloroethene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
trans-1,3-Dichloropropene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Trichloroethene	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Trichlorofluoromethane	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Vinyl chloride	ND		5.6	µg/Kg-dry	1	12/31/2024 03:14 PM
Xylenes, Total	ND		17	µg/Kg-dry	1	12/31/2024 03:14 PM
Surr: 4-Bromofluorobenzene	99.7		78.9-128	%REC	1	12/31/2024 03:14 PM
Surr: Dibromofluoromethane	116		79.1-140	%REC	1	12/31/2024 03:14 PM
Surr: Toluene-d8	104		84.5-124	%REC	1	12/31/2024 03:14 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-07 (4-6)
Collection Date: 12/19/2024 12:20 PM

Work Order: 24120535
Lab ID: 24120535-07
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
DIESEL RANGE ORGANICS AND OIL RANGE ORGANICS			SW8015B	Prep: SW3546 1/8/25 14:08	Analyst: TME	
TPH C10-C20	ND		15	mg/Kg-dry	1	1/8/2025 10:36 PM
TPH C20-C34	17		15	mg/Kg-dry	1	1/8/2025 10:36 PM
Surr: Nonane	49.1		29.9-93.3	%REC	1	1/8/2025 10:36 PM
Surr: Pentacosane	63.6		28.2-111	%REC	1	1/8/2025 10:36 PM
GASOLINE RANGE ORGANICS (C6-C12)			SW8015A		Analyst: CC	
TPH C6-C12	ND		2.3	mg/Kg-dry	1	1/1/2025 12:55 PM
Surr: Cyclooctane	90.2		65.2-156	%REC	1	1/1/2025 12:55 PM
MOISTURE			SM2540B		Analyst: CS	
Moisture	13			% of sample	1	12/30/2024
PAH COMPOUNDS			SW8270C	Prep: SW3546 1/8/25 13:49	Analyst: GBK	
1-Methylnaphthalene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
2-Methylnaphthalene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Acenaphthene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Acenaphthylene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Anthracene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Benzo(a)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 04:53 PM
Benzo(a)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 04:53 PM
Benzo(b)fluoranthene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Benzo(g,h,i)perylene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Benzo(k)fluoranthene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Carbazole	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Chrysene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Dibenzo(a,h)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 04:53 PM
Dibenzofuran	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Fluoranthene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Fluorene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Indeno(1,2,3-cd)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 04:53 PM
Naphthalene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Phenanthrene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Pyrene	ND		230	µg/Kg-dry	1	1/8/2025 04:53 PM
Surr: 2-Fluorobiphenyl	53.4		28.9-95	%REC	1	1/8/2025 04:53 PM
VOLATILE ORGANIC COMPOUNDS			SW8260B		Analyst: LAK	
1,1,1,2-Tetrachloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,1,1-Trichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,1,2,2-Tetrachloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,1,2-Trichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,1-Dichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-07 (4-6)
Collection Date: 12/19/2024 12:20 PM

Work Order: 24120535
Lab ID: 24120535-07
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
1,1-Dichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,1-Dichloropropene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,2,3-Trichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,2,3-Trichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,2,4-Trichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,2,4-Trimethylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,2-Dibromo-3-chloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,2-Dibromoethane	ND		0.88	µg/Kg-dry	1	12/31/2024 03:30 PM
1,2-Dichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,2-Dichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,2-Dichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,3,5-Trimethylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,3-Dichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,3-Dichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
1,4-Dichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
2,2-Dichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
2-Butanone	ND		57	µg/Kg-dry	1	12/31/2024 03:30 PM
2-Chlorotoluene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
2-Hexanone	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
4-Chlorotoluene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
4-Methyl-2-pentanone	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Acetone	ND		57	µg/Kg-dry	1	12/31/2024 03:30 PM
Benzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Bromobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Bromochloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Bromodichloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Bromoform	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Bromomethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Carbon disulfide	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Carbon tetrachloride	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Chlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Chloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Chloroform	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Chloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
cis-1,2-Dichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
cis-1,3-Dichloropropene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Dibromochloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Dibromomethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Dichlorodifluoromethane	ND		9.2	µg/Kg-dry	1	12/31/2024 03:30 PM
Ethylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-07 (4-6)
Collection Date: 12/19/2024 12:20 PM

Work Order: 24120535
Lab ID: 24120535-07
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
Hexachlorobutadiene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Isopropylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
m,p-Xylene	ND		11	µg/Kg-dry	1	12/31/2024 03:30 PM
Methyl tert-butyl ether	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Methylene chloride	ND		23	µg/Kg-dry	1	12/31/2024 03:30 PM
Naphthalene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
n-Butylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
n-Propylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
o-Xylene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
p-Isopropyltoluene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
sec-Butylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Styrene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
tert-Butylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Tetrachloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Toluene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
trans-1,2-Dichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
trans-1,3-Dichloropropene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Trichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Trichlorofluoromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Vinyl chloride	ND		5.7	µg/Kg-dry	1	12/31/2024 03:30 PM
Xylenes, Total	ND		17	µg/Kg-dry	1	12/31/2024 03:30 PM
Surr: 4-Bromofluorobenzene	99.8		78.9-128	%REC	1	12/31/2024 03:30 PM
Surr: Dibromofluoromethane	117		79.1-140	%REC	1	12/31/2024 03:30 PM
Surr: Toluene-d8	104		84.5-124	%REC	1	12/31/2024 03:30 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-08 (0-2)
Collection Date: 12/19/2024 12:50 PM

Work Order: 24120535
Lab ID: 24120535-08
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
DIESEL RANGE ORGANICS AND OIL RANGE ORGANICS			SW8015B	Prep: SW3546 1/8/25 14:08	Analyst: TME	
TPH C10-C20	ND		15	mg/Kg-dry	1	1/8/2025 10:48 PM
TPH C20-C34	ND		15	mg/Kg-dry	1	1/8/2025 10:48 PM
Surr: Nonane	57.1		29.9-93.3	%REC	1	1/8/2025 10:48 PM
Surr: Pentacosane	72.3		28.2-111	%REC	1	1/8/2025 10:48 PM
GASOLINE RANGE ORGANICS (C6-C12)			SW8015A		Analyst: CC	
TPH C6-C12	ND		2.2	mg/Kg-dry	1	1/1/2025 01:41 PM
Surr: Cyclooctane	93.9		65.2-156	%REC	1	1/1/2025 01:41 PM
MOISTURE			SM2540B		Analyst: CS	
Moisture	8.1			% of sample	1	12/30/2024
PAH COMPOUNDS			SW8270C	Prep: SW3546 1/8/25 13:49	Analyst: GBK	
1-Methylnaphthalene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
2-Methylnaphthalene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Acenaphthene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Acenaphthylene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Anthracene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Benzo(a)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 05:10 PM
Benzo(a)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 05:10 PM
Benzo(b)fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Benzo(g,h,i)perylene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Benzo(k)fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Carbazole	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Chrysene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Dibenzo(a,h)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 05:10 PM
Dibenzofuran	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Fluoranthene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Fluorene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Indeno(1,2,3-cd)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 05:10 PM
Naphthalene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Phenanthrene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Pyrene	ND		220	µg/Kg-dry	1	1/8/2025 05:10 PM
Surr: 2-Fluorobiphenyl	70.0		28.9-95	%REC	1	1/8/2025 05:10 PM
VOLATILE ORGANIC COMPOUNDS			SW8260B		Analyst: LAK	
1,1,1,2-Tetrachloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,1,1-Trichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,1,2,2-Tetrachloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,1,2-Trichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,1-Dichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-08 (0-2)
Collection Date: 12/19/2024 12:50 PM

Work Order: 24120535
Lab ID: 24120535-08
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
1,1-Dichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,1-Dichloropropene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,2,3-Trichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,2,3-Trichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,2,4-Trichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,2,4-Trimethylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,2-Dibromo-3-chloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,2-Dibromoethane	ND		0.84	µg/Kg-dry	1	12/31/2024 03:47 PM
1,2-Dichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,2-Dichloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,2-Dichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,3,5-Trimethylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,3-Dichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,3-Dichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
1,4-Dichlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
2,2-Dichloropropane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
2-Butanone	ND		54	µg/Kg-dry	1	12/31/2024 03:47 PM
2-Chlorotoluene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
2-Hexanone	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
4-Chlorotoluene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
4-Methyl-2-pentanone	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Acetone	ND		54	µg/Kg-dry	1	12/31/2024 03:47 PM
Benzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Bromobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Bromochloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Bromodichloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Bromoform	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Bromomethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Carbon disulfide	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Carbon tetrachloride	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Chlorobenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Chloroethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Chloroform	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Chloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
cis-1,2-Dichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
cis-1,3-Dichloropropene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Dibromochloromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Dibromomethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Dichlorodifluoromethane	ND		8.7	µg/Kg-dry	1	12/31/2024 03:47 PM
Ethylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: SB-08 (0-2)
Collection Date: 12/19/2024 12:50 PM

Work Order: 24120535
Lab ID: 24120535-08
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
Hexachlorobutadiene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Isopropylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
m,p-Xylene	ND		11	µg/Kg-dry	1	12/31/2024 03:47 PM
Methyl tert-butyl ether	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Methylene chloride	ND		22	µg/Kg-dry	1	12/31/2024 03:47 PM
Naphthalene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
n-Butylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
n-Propylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
o-Xylene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
p-Isopropyltoluene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
sec-Butylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Styrene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
tert-Butylbenzene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Tetrachloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Toluene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
trans-1,2-Dichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
trans-1,3-Dichloropropene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Trichloroethene	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Trichlorofluoromethane	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Vinyl chloride	ND		5.4	µg/Kg-dry	1	12/31/2024 03:47 PM
Xylenes, Total	ND		16	µg/Kg-dry	1	12/31/2024 03:47 PM
Surr: 4-Bromofluorobenzene	99.6		78.9-128	%REC	1	12/31/2024 03:47 PM
Surr: Dibromofluoromethane	117		79.1-140	%REC	1	12/31/2024 03:47 PM
Surr: Toluene-d8	104		84.5-124	%REC	1	12/31/2024 03:47 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: DUP-01
Collection Date: 12/19/2024 12:05 PM

Work Order: 24120535
Lab ID: 24120535-09
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
DIESEL RANGE ORGANICS AND OIL RANGE ORGANICS			SW8015B	Prep: SW3546 1/8/25 14:08	Analyst: TME	
TPH C10-C20	ND		15	mg/Kg-dry	1	1/8/2025 11:01 PM
TPH C20-C34	ND		15	mg/Kg-dry	1	1/8/2025 11:01 PM
Surr: Nonane	40.1		29.9-93.3	%REC	1	1/8/2025 11:01 PM
Surr: Pentacosane	50.6		28.2-111	%REC	1	1/8/2025 11:01 PM
GASOLINE RANGE ORGANICS (C6-C12)			SW8015A		Analyst: CC	
TPH C6-C12	ND		2.3	mg/Kg-dry	1	1/1/2025 02:04 PM
Surr: Cyclooctane	87.7		65.2-156	%REC	1	1/1/2025 02:04 PM
MOISTURE			SM2540B		Analyst: CS	
Moisture	12			% of sample	1	12/30/2024
PAH COMPOUNDS			SW8270C	Prep: SW3546 1/8/25 13:49	Analyst: GBK	
1-Methylnaphthalene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
2-Methylnaphthalene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Acenaphthene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Acenaphthylene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Anthracene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Benzo(a)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 05:27 PM
Benzo(a)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 05:27 PM
Benzo(b)fluoranthene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Benzo(g,h,i)perylene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Benzo(k)fluoranthene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Carbazole	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Chrysene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Dibenzo(a,h)anthracene	ND		110	µg/Kg-dry	1	1/8/2025 05:27 PM
Dibenzofuran	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Fluoranthene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Fluorene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Indeno(1,2,3-cd)pyrene	ND		110	µg/Kg-dry	1	1/8/2025 05:27 PM
Naphthalene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Phenanthrene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Pyrene	ND		230	µg/Kg-dry	1	1/8/2025 05:27 PM
Surr: 2-Fluorobiphenyl	83.2		28.9-95	%REC	1	1/8/2025 05:27 PM
VOLATILE ORGANIC COMPOUNDS			SW8260B		Analyst: LAK	
1,1,1,2-Tetrachloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,1,1-Trichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,1,2,2-Tetrachloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,1,2-Trichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,1-Dichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: DUP-01
Collection Date: 12/19/2024 12:05 PM

Work Order: 24120535
Lab ID: 24120535-09
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
1,1-Dichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,1-Dichloropropene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,2,3-Trichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,2,3-Trichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,2,4-Trichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,2,4-Trimethylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,2-Dibromo-3-chloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,2-Dibromoethane	ND		0.88	µg/Kg-dry	1	12/31/2024 04:04 PM
1,2-Dichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,2-Dichloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,2-Dichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,3,5-Trimethylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,3-Dichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,3-Dichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
1,4-Dichlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
2,2-Dichloropropane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
2-Butanone	ND		57	µg/Kg-dry	1	12/31/2024 04:04 PM
2-Chlorotoluene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
2-Hexanone	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
4-Chlorotoluene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
4-Methyl-2-pentanone	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Acetone	ND		57	µg/Kg-dry	1	12/31/2024 04:04 PM
Benzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Bromobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Bromochloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Bromodichloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Bromoform	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Bromomethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Carbon disulfide	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Carbon tetrachloride	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Chlorobenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Chloroethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Chloroform	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Chloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
cis-1,2-Dichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
cis-1,3-Dichloropropene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Dibromochloromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Dibromomethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Dichlorodifluoromethane	ND		9.1	µg/Kg-dry	1	12/31/2024 04:04 PM
Ethylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: DUP-01
Collection Date: 12/19/2024 12:05 PM

Work Order: 24120535
Lab ID: 24120535-09
Matrix: SOIL

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
Hexachlorobutadiene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Isopropylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
m,p-Xylene	ND		11	µg/Kg-dry	1	12/31/2024 04:04 PM
Methyl tert-butyl ether	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Methylene chloride	ND		23	µg/Kg-dry	1	12/31/2024 04:04 PM
Naphthalene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
n-Butylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
n-Propylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
o-Xylene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
p-Isopropyltoluene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
sec-Butylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Styrene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
tert-Butylbenzene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Tetrachloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Toluene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
trans-1,2-Dichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
trans-1,3-Dichloropropene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Trichloroethene	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Trichlorofluoromethane	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Vinyl chloride	ND		5.7	µg/Kg-dry	1	12/31/2024 04:04 PM
Xylenes, Total	ND		17	µg/Kg-dry	1	12/31/2024 04:04 PM
Surr: 4-Bromofluorobenzene	101		78.9-128	%REC	1	12/31/2024 04:04 PM
Surr: Dibromofluoromethane	117		79.1-140	%REC	1	12/31/2024 04:04 PM
Surr: Toluene-d8	104		84.5-124	%REC	1	12/31/2024 04:04 PM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: TB-12192024
Collection Date: 12/19/2024

Work Order: 24120535
Lab ID: 24120535-10
Matrix: WATER

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
VOLATILE ORGANIC COMPOUNDS			SW8260B			Analyst: TJH
1,1,1,2-Tetrachloroethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,1,1-Trichloroethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,1,2,2-Tetrachloroethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,1,2-Trichloroethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,1-Dichloroethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,1-Dichloroethene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,1-Dichloropropene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,2,3-Trichlorobenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,2,3-Trichloropropane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,2,4-Trichlorobenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,2,4-Trimethylbenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,2-Dibromo-3-chloropropane	ND		0.20	µg/L	1	12/30/2024 11:53 AM
1,2-Dibromoethane	ND		0.050	µg/L	1	12/30/2024 11:53 AM
1,2-Dichlorobenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,2-Dichloroethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,2-Dichloropropane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,3,5-Trimethylbenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,3-Dichlorobenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,3-Dichloropropane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
1,4-Dichlorobenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
2,2-Dichloropropane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
2-Butanone	ND		50	µg/L	1	12/30/2024 11:53 AM
2-Chlorotoluene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
2-Hexanone	ND		5.0	µg/L	1	12/30/2024 11:53 AM
4-Chlorotoluene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
4-Methyl-2-pentanone	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Acetone	ND		50	µg/L	1	12/30/2024 11:53 AM
Benzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Bromobenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Bromochloromethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Bromodichloromethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Bromoform	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Bromomethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Carbon disulfide	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Carbon tetrachloride	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Chlorobenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Chloroethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Chloroform	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Chloromethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
Sample ID: TB-12192024
Collection Date: 12/19/2024

Work Order: 24120535
Lab ID: 24120535-10
Matrix: WATER

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
cis-1,2-Dichloroethene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
cis-1,3-Dichloropropene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Dibromochloromethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Dibromomethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Dichlorodifluoromethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Ethylbenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Hexachlorobutadiene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Isopropylbenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
m,p-Xylene	ND		10	µg/L	1	12/30/2024 11:53 AM
Methyl tert-butyl ether	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Methylene chloride	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Naphthalene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
n-Butylbenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
n-Propylbenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
o-Xylene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
p-Isopropyltoluene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
sec-Butylbenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Styrene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
tert-Butylbenzene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Tetrachloroethene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Toluene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
trans-1,2-Dichloroethene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
trans-1,3-Dichloropropene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Trichloroethene	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Trichlorofluoromethane	ND		5.0	µg/L	1	12/30/2024 11:53 AM
Vinyl chloride	ND		2.0	µg/L	1	12/30/2024 11:53 AM
Xylenes, Total	ND		15	µg/L	1	12/30/2024 11:53 AM
Surr: 4-Bromofluorobenzene	99.7		61-131	%REC	1	12/30/2024 11:53 AM
Surr: Dibromofluoromethane	100		72-137	%REC	1	12/30/2024 11:53 AM
Surr: Toluene-d8	98.8		93.7-124	%REC	1	12/30/2024 11:53 AM

Note:

ALS Environmental

Date: 09-Jan-25

Client: CT Consultants, Inc.
Work Order: 24120535
Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **104560** Instrument ID **GC12** Method: **SW8015B**

MBLK Sample ID: MBLK-104560-104560				Units: mg/Kg		Analysis Date: 1/8/2025 05:30 PM				
Client ID:		Run ID: GC12_250108A		SeqNo: 3600025		Prep Date: 1/8/2025		DF: 1		
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Diesel (total)	11.99	13								J
TPH C10-C20	ND	13								
TPH C20-C34	ND	13								
Surr: Nonane	1.57	0	3.333	0	47.1	29.9-93.3	0			
Surr: Pentacosane	1.822	0	3.333	0	54.7	28.2-111	0			

LCS Sample ID: LCS-104560-104560				Units: mg/Kg		Analysis Date: 1/8/2025 05:42 PM				
Client ID:		Run ID: GC12_250108A		SeqNo: 3600026		Prep Date: 1/8/2025		DF: 1		
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Diesel (total)	30.36	13	33.33	0	91.1	33.9-104	0			
Surr: Nonane	1.966	0	3.333	0	59	29.3-93.3	0			
Surr: Pentacosane	2	0	3.333	0	60	28.2-111	0			

MS Sample ID: 24120535-06BMS				Units: mg/Kg		Analysis Date: 1/8/2025 05:54 PM				
Client ID: SB-06 (6-8)		Run ID: GC12_250108A		SeqNo: 3600027		Prep Date: 1/8/2025		DF: 1		
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Diesel (total)	26.06	13	33.42	12.76	39.8	15.3-133	0			
Surr: Nonane	1.787	0	3.342	0	53.5	29.9-93.3	0			
Surr: Pentacosane	1.867	0	3.342	0	55.9	28.2-111	0			

MSD Sample ID: 24120535-06BMSD				Units: mg/Kg		Analysis Date: 1/8/2025 06:07 PM				
Client ID: SB-06 (6-8)		Run ID: GC12_250108A		SeqNo: 3600028		Prep Date: 1/8/2025		DF: 1		
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Diesel (total)	25.5	13	33.38	12.76	38.2	15.3-133	26.06	2.17	20	
Surr: Nonane	1.797	0	3.337	0	53.8	29.9-93.3	1.787	0.567		
Surr: Pentacosane	1.829	0	3.337	0	54.8	28.2-111	1.867	2.02		

The following samples were analyzed in this batch:

24120535-01B	24120535-02B	24120535-03B
24120535-04B	24120535-05B	24120535-06B
24120535-07B	24120535-08B	24120535-09B

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
Work Order: 24120535
Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **R238174** Instrument ID **GC6** Method: **SW8015A**

MBLK		Sample ID: MBLK-R238174				Units: mg/Kg		Analysis Date: 1/1/2025 08:50 AM		
Client ID:		Run ID: GC6_250101A				SeqNo: 3595337		Prep Date:		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
TPH C6-C12	ND	2.0								
Surr: Cyclooctane	473.9	0	500	0	94.8	65.2-156	0			

LCS		Sample ID: LCS-R238174				Units: mg/Kg		Analysis Date: 1/1/2025 07:42 AM		
Client ID:		Run ID: GC6_250101A				SeqNo: 3595334		Prep Date:		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
TPH C6-C12	20.72	2.0	20	0	104	62.7-136	0			
Surr: Cyclooctane	487.4	0	500	0	97.5	65.2-156	0			

MS		Sample ID: 24120529-34A MS				Units: mg/Kg		Analysis Date: 1/1/2025 08:05 AM		
Client ID:		Run ID: GC6_250101A				SeqNo: 3595335		Prep Date:		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
TPH C6-C12	16.91	2.0	20	0	84.5	42.3-144	0			
Surr: Cyclooctane	521.5	0	500	0	104	65.2-156	0			

MSD		Sample ID: 24120529-34A MSD				Units: mg/Kg		Analysis Date: 1/1/2025 08:27 AM		
Client ID:		Run ID: GC6_250101A				SeqNo: 3595336		Prep Date:		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
TPH C6-C12	17.22	2.0	20	0	86.1	42.3-144	16.91	1.86	20	
Surr: Cyclooctane	514.8	0	500	0	103	65.2-156	521.5	1.3		

The following samples were analyzed in this batch:

24120535-01A	24120535-02A	24120535-03A
24120535-04A	24120535-05A	24120535-06A
24120535-07A	24120535-08A	24120535-09A

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
Work Order: 24120535
Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **104581** Instrument ID **SVMS2** Method: **SW8270C**

MBLK				Sample ID: MBLK-104581-104581			Units: µg/Kg		Analysis Date: 1/8/2025 02:05 PM	
Client ID:				Run ID: SVMS2_250108A			SeqNo: 3599942		Prep Date: 1/8/2025	
									DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1-Methylnaphthalene	ND	200								
2-Methylnaphthalene	ND	200								
Acenaphthene	ND	200								
Acenaphthylene	ND	200								
Anthracene	ND	200								
Benzo(a)anthracene	ND	100								
Benzo(a)pyrene	ND	100								
Benzo(b)fluoranthene	ND	200								
Benzo(g,h,i)perylene	ND	200								
Benzo(k)fluoranthene	ND	200								
Carbazole	ND	200								
Chrysene	ND	200								
Dibenzo(a,h)anthracene	ND	100								
Dibenzofuran	ND	200								
Fluoranthene	ND	200								
Fluorene	ND	200								
Indeno(1,2,3-cd)pyrene	ND	100								
Naphthalene	ND	200								
Phenanthrene	ND	200								
Pyrene	ND	200								
Surr: 2-Fluorobiphenyl	1575	0	3330		0	47.3	28.9-95		0	

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
Work Order: 24120535
Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **104581** Instrument ID **SVMS2** Method: **SW8270C**

LCS				Sample ID: LCS-104581-104581				Units: µg/Kg		Analysis Date: 1/8/2025 03:12 PM		
Client ID:		Run ID: SVMS2_250108A			SeqNo: 3599944		Prep Date: 1/8/2025		DF: 1			
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual		
1-Methylnaphthalene	2081	200	3330	0	62.5	41-97.5	0					
2-Methylnaphthalene	2101	200	3330	0	63.1	50.1-100	0					
Acenaphthene	2430	200	3330	0	73	52-119	0					
Acenaphthylene	2352	200	3330	0	70.6	46-118	0					
Anthracene	2649	200	3330	0	79.6	43.8-114	0					
Benzo(a)anthracene	2686	100	3330	0	80.7	40.1-114	0					
Benzo(a)pyrene	2946	100	3330	0	88.5	44-115	0					
Benzo(b)fluoranthene	2756	200	3330	0	82.7	41.8-122	0					
Benzo(g,h,i)perylene	3007	200	3330	0	90.3	48-121	0					
Benzo(k)fluoranthene	2827	200	3330	0	84.9	39.5-116	0					
Carbazole	2575	200	3330	0	77.3	54.6-97	0					
Chrysene	2717	200	3330	0	81.6	49.2-115	0					
Dibenzo(a,h)anthracene	3098	100	3330	0	93	41.7-123	0					
Dibenzofuran	2410	200	3330	0	72.4	53.2-100	0					
Fluoranthene	2607	200	3330	0	78.3	52.7-118	0					
Fluorene	2624	200	3330	0	78.8	51.6-109	0					
Indeno(1,2,3-cd)pyrene	3070	100	3330	0	92.2	41.1-124	0					
Naphthalene	2073	200	3330	0	62.2	42.5-103	0					
Phenanthrene	2673	200	3330	0	80.3	49.7-100	0					
Pyrene	2561	200	3330	0	76.9	50.7-109	0					
Surr: 2-Fluorobiphenyl	2046	0	3330	0	61.5	28.9-95	0					

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
 Work Order: 24120535
 Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **104581** Instrument ID **SVMS2** Method: **SW8270C**

MS				Sample ID: 24120535-06BMS			Units: µg/Kg		Analysis Date: 1/8/2025 02:39 PM	
Client ID: SB-06 (6-8)				Run ID: SVMS2_250108A			SeqNo: 3599943		Prep Date: 1/8/2025	
									DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1-Methylnaphthalene	2229	200	3339	0	66.7	34.7-108	0			
2-Methylnaphthalene	2244	200	3339	0	67.2	38.6-102	0			
Acenaphthene	2214	200	3339	0	66.3	44-108	0			
Acenaphthylene	2175	200	3339	0	65.1	43.6-110	0			
Anthracene	2170	200	3339	0	65	39.5-104	0			
Benzo(a)anthracene	2125	100	3339	0	63.6	43.8-115	0			
Benzo(a)pyrene	2417	100	3339	10.24	72.1	40-106	0			
Benzo(b)fluoranthene	2284	200	3339	0	68.4	38.2-110	0			
Benzo(g,h,i)perylene	2452	200	3339	0	73.4	47-114	0			
Benzo(k)fluoranthene	2269	200	3339	0	68	48.6-107	0			
Carbazole	2091	200	3339	0	62.6	41.9-101	0			
Chrysene	2216	200	3339	0	66.4	18.8-140	0			
Dibenzo(a,h)anthracene	2508	100	3339	0	75.1	46-116	0			
Dibenzofuran	2200	200	3339	0	65.9	43.2-101	0			
Fluoranthene	2226	200	3339	0	66.7	35.1-111	0			
Fluorene	2269	200	3339	0	68	42.8-106	0			
Indeno(1,2,3-cd)pyrene	2529	100	3339	0	75.8	33-115	0			
Naphthalene	2246	200	3339	0	67.3	18.2-126	0			
Phenanthrene	2246	200	3339	0	67.3	31.2-127	0			
Pyrene	2138	200	3339	0	64	33.7-129	0			
Surr: 2-Fluorobiphenyl	2088	0	3339	0	62.5	28.9-95	0			

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
Work Order: 24120535
Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **104581** Instrument ID **SVMS2** Method: **SW8270C**

MSD				Sample ID: 24120535-06BMSD		Units: µg/Kg		Analysis Date: 1/8/2025 03:29 PM		
Client ID: SB-06 (6-8)			Run ID: SVMS2_250108A			SeqNo: 3599945		Prep Date: 1/8/2025		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1-Methylnaphthalene	1688	200	3341	0	50.5	34.7-108	2229	27.6	20	R
2-Methylnaphthalene	1688	200	3341	0	50.5	38.6-102	2244	28.3	20	R
Acenaphthene	1768	200	3341	0	52.9	44-108	2214	22.4	20	R
Acenaphthylene	1712	200	3341	0	51.2	43.6-110	2175	23.8	20	R
Anthracene	1752	200	3341	0	52.4	39.5-104	2170	21.3	20	R
Benzo(a)anthracene	1786	100	3341	0	53.5	43.8-115	2125	17.3	20	
Benzo(a)pyrene	1991	100	3341	10.24	59.3	40-106	2417	19.3	20	
Benzo(b)fluoranthene	1932	200	3341	0	57.8	38.2-110	2284	16.7	20	
Benzo(g,h,i)perylene	1971	200	3341	0	59	47-114	2452	21.7	20	R
Benzo(k)fluoranthene	1836	200	3341	0	55	48.6-107	2269	21.1	20	R
Carbazole	1714	200	3341	0	51.3	41.9-101	2091	19.8	20	
Chrysene	1871	200	3341	0	56	18.8-140	2216	16.9	20	
Dibenzo(a,h)anthracene	1937	100	3341	0	58	46-116	2508	25.7	20	R
Dibenzofuran	1710	200	3341	0	51.2	43.2-101	2200	25.1	20	R
Fluoranthene	2227	200	3341	0	66.6	35.1-111	2226	0.0278	20	
Fluorene	1832	200	3341	0	54.8	42.8-106	2269	21.3	20	R
Indeno(1,2,3-cd)pyrene	1986	100	3341	0	59.4	33-115	2529	24.1	20	R
Naphthalene	1724	200	3341	0	51.6	18.2-126	2246	26.3	20	R
Phenanthrene	2025	200	3341	0	60.6	31.2-127	2246	10.3	20	
Pyrene	2043	200	3341	0	61.1	33.7-129	2138	4.56	20	
Surr: 2-Fluorobiphenyl	1650	0	3341	0	49.4	28.9-95	2088	23.4		

The following samples were analyzed in this batch:

24120535-01B	24120535-02B	24120535-03B
24120535-04B	24120535-05B	24120535-06B
24120535-07B	24120535-08B	24120535-09B

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
Work Order: 24120535
Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **R238079** Instrument ID **VMS6** Method: **SW8260B**

MBLK		Sample ID: MBLK-R238079				Units: µg/L		Analysis Date: 12/30/2024 10:57 AM		
Client ID:		Run ID: VMS6_241230A				SeqNo: 3594452		Prep Date:		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1,1,1,2-Tetrachloroethane	ND	5.0								
1,1,1-Trichloroethane	ND	5.0								
1,1,2,2-Tetrachloroethane	ND	5.0								
1,1,2-Trichloroethane	ND	5.0								
1,1-Dichloroethane	ND	5.0								
1,1-Dichloroethene	ND	5.0								
1,1-Dichloropropene	ND	5.0								
1,2,3-Trichlorobenzene	ND	5.0								
1,2,3-Trichloropropane	ND	5.0								
1,2,4-Trichlorobenzene	ND	5.0								
1,2,4-Trimethylbenzene	ND	5.0								
1,2-Dibromo-3-chloropropane	ND	0.20								
1,2-Dibromoethane	ND	0.050								
1,2-Dichlorobenzene	ND	5.0								
1,2-Dichloroethane	0.342	5.0								J
1,2-Dichloropropane	ND	5.0								
1,3,5-Trimethylbenzene	ND	5.0								
1,3-Dichlorobenzene	ND	5.0								
1,3-Dichloropropane	ND	5.0								
1,4-Dichlorobenzene	ND	5.0								
2,2-Dichloropropane	ND	5.0								
2-Butanone	ND	50								
2-Chlorotoluene	ND	5.0								
2-Hexanone	ND	5.0								
4-Chlorotoluene	ND	5.0								
4-Methyl-2-pentanone	ND	5.0								
Acetone	ND	50								
Benzene	ND	5.0								
Bromobenzene	ND	5.0								
Bromochloromethane	ND	5.0								
Bromodichloromethane	ND	5.0								
Bromoform	ND	5.0								
Bromomethane	ND	5.0								
Carbon disulfide	ND	5.0								
Carbon tetrachloride	ND	5.0								
Chlorobenzene	ND	5.0								
Chloroethane	ND	5.0								
Chloroform	ND	5.0								
Chloromethane	ND	5.0								
cis-1,2-Dichloroethene	ND	5.0								
cis-1,3-Dichloropropene	ND	5.0								
Dibromochloromethane	ND	5.0								

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
Work Order: 24120535
Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: R238079		Instrument ID VMS6		Method: SW8260B				
Dibromomethane	ND	5.0						
Dichlorodifluoromethane	ND	5.0						
Ethylbenzene	ND	5.0						
Hexachlorobutadiene	ND	5.0						
Isopropylbenzene	ND	5.0						
m,p-Xylene	ND	10						
Methyl tert-butyl ether	ND	5.0						
Methylene chloride	ND	5.0						
Naphthalene	ND	5.0						
n-Butylbenzene	ND	5.0						
n-Propylbenzene	ND	5.0						
o-Xylene	ND	5.0						
p-Isopropyltoluene	ND	5.0						
sec-Butylbenzene	ND	5.0						
Styrene	ND	5.0						
tert-Butylbenzene	ND	5.0						
Tetrachloroethene	ND	5.0						
Toluene	0.665	5.0						J
trans-1,2-Dichloroethene	ND	5.0						
trans-1,3-Dichloropropene	ND	5.0						
Trichloroethene	ND	5.0						
Trichlorofluoromethane	ND	5.0						
Vinyl chloride	ND	2.0						
Xylenes, Total	ND	15						
<i>Surr: 4-Bromofluorobenzene</i>	<i>47.26</i>	<i>0</i>	<i>50</i>	<i>0</i>	<i>94.5</i>	<i>61-131</i>	<i>0</i>	
<i>Surr: Dibromofluoromethane</i>	<i>48.07</i>	<i>0</i>	<i>50</i>	<i>0</i>	<i>96.1</i>	<i>72-137</i>	<i>0</i>	
<i>Surr: Toluene-d8</i>	<i>52.15</i>	<i>0</i>	<i>50</i>	<i>0</i>	<i>104</i>	<i>93.7-124</i>	<i>0</i>	

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
 Work Order: 24120535
 Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **R238079** Instrument ID **VMS6** Method: **SW8260B**

LCS				Sample ID: LCS-R238079			Units: µg/L		Analysis Date: 12/30/2024 10:09 AM		
Client ID:			Run ID: VMS6_241230A			SeqNo: 3594451		Prep Date:		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual	
1,1,1-Trichloroethane	50.79	5.0	50	0	102	48.4-140	0				
1,1-Dichloroethene	47.27	5.0	50	0	94.5	45.5-150	0				
1,2-Dichloroethane	48.69	5.0	50	0	97.4	46.5-141	0				
1,3-Dichlorobenzene	54.26	5.0	50	0	109	42.5-133	0				
1,4-Dichlorobenzene	52.94	5.0	50	0	106	38.9-136	0				
Benzene	45.82	5.0	50	0	91.6	50.7-134	0				
Carbon tetrachloride	51.94	5.0	50	0	104	45.5-143	0				
Chlorobenzene	50.21	5.0	50	0	100	45-133	0				
Chloroform	45.64	5.0	50	0	91.3	52.4-136	0				
cis-1,2-Dichloroethene	43.74	5.0	50	0	87.5	49.7-138	0				
Ethylbenzene	46.44	5.0	50	0	92.9	37.8-145	0				
m,p-Xylene	118	10	100	0	118	25.1-163	0				
Methyl tert-butyl ether	51.14	5.0	50	0	102	26.7-174	0				
Styrene	50.56	5.0	50	0	101	26.3-172	0				
Tetrachloroethene	51.11	5.0	50	0	102	37.3-139	0				
Toluene	49.97	5.0	50	0	99.9	44-135	0				
Trichloroethene	45.25	5.0	50	0	90.5	45.9-140	0				
Xylenes, Total	174.5	15	150	0	116	47.3-132	0				
Surr: 4-Bromofluorobenzene	43.06	0	50	0	86.1	61-131	0				
Surr: Dibromofluoromethane	47.97	0	50	0	95.9	72-137	0				
Surr: Toluene-d8	48.47	0	50	0	96.9	93.7-124	0				

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
 Work Order: 24120535
 Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **R238079** Instrument ID **VMS6** Method: **SW8260B**

MS				Sample ID: CC2401315-001 MS			Units: µg/L		Analysis Date: 12/30/2024 12:42 PM	
Client ID:				Run ID: VMS6_241230A			SeqNo: 3594455		Prep Date:	
									DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1,1,1-Trichloroethane	51.71	5.0	50	0	103	40.4-134	0			
1,1-Dichloroethene	51.79	5.0	50	0	104	45.3-151	0			
1,2-Dichloroethane	51.45	5.0	50	0.305	102	37-139	0			
1,3-Dichlorobenzene	50.66	5.0	50	0	101	42.9-121	0			
1,4-Dichlorobenzene	50.66	5.0	50	0	101	53.4-129	0			
Benzene	47.29	5.0	50	0	94.6	37.4-144	0			
Carbon tetrachloride	55.57	5.0	50	0	111	33.8-150	0			
Chlorobenzene	49.07	5.0	50	0	98.1	52.4-132	0			
Chloroform	47.92	5.0	50	0	95.8	45.5-135	0			
cis-1,2-Dichloroethene	50.37	5.0	50	0.41	99.9	35.2-150	0			
Ethylbenzene	46.28	5.0	50	0	92.6	46.5-146	0			
m,p-Xylene	113.9	10	100	0	114	38.2-167	0			
Styrene	48.82	5.0	50	0	97.6	20.9-184	0			
Tetrachloroethene	48.58	5.0	50	0	97.2	55.2-134	0			
Toluene	51.14	5.0	50	0.549	101	32.7-140	0			
Trichloroethene	45.04	5.0	50	1.047	88	29.1-153	0			
Xylenes, Total	168.2	15	150	0	112	43.6-148	0			
Surr: 4-Bromofluorobenzene	43.22	0	50	0	86.4	61-131	0			
Surr: Dibromofluoromethane	50.75	0	50	0	101	72-137	0			
Surr: Toluene-d8	49.74	0	50	0	99.5	93.7-124	0			

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
Work Order: 24120535
Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: R238079 Instrument ID VMS6 Method: SW8260B

MSD				Sample ID: CC2401315-001 MSD			Units: µg/L		Analysis Date: 12/30/2024 01:00 PM	
Client ID:			Run ID: VMS6_241230A			SeqNo: 3594456		Prep Date:		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1,1,1-Trichloroethane	51.66	5.0	50	0	103	40.4-134	51.71	0.103	20	
1,1-Dichloroethene	46.79	5.0	50	0	93.6	45.3-151	51.79	10.2	20	
1,2-Dichloroethane	49.82	5.0	50	0.305	99	37-139	51.45	3.23	20	
1,3-Dichlorobenzene	53.47	5.0	50	0	107	42.9-121	50.66	5.38	20	
1,4-Dichlorobenzene	52.05	5.0	50	0	104	53.4-129	50.66	2.7	20	
Benzene	49.56	5.0	50	0	99.1	37.4-144	47.29	4.69	20	
Carbon tetrachloride	54.34	5.0	50	0	109	33.8-150	55.57	2.25	20	
Chlorobenzene	49.23	5.0	50	0	98.5	52.4-132	49.07	0.319	20	
Chloroform	47.09	5.0	50	0	94.2	45.5-135	47.92	1.74	20	
cis-1,2-Dichloroethene	44.18	5.0	50	0.41	87.5	35.2-150	50.37	13.1	20	
Ethylbenzene	46.46	5.0	50	0	92.9	46.5-146	46.28	0.38	20	
m,p-Xylene	113.7	10	100	0	114	38.2-167	113.9	0.176	20	
Styrene	51.19	5.0	50	0	102	20.9-184	48.82	4.73	20	
Tetrachloroethene	52.93	5.0	50	0	106	55.2-134	48.58	8.56	20	
Toluene	48.76	5.0	50	0.549	96.4	32.7-140	51.14	4.76	20	
Trichloroethene	44.55	5.0	50	1.047	87	29.1-153	45.04	1.1	20	
Xylenes, Total	170.4	15	150	0	114	43.6-148	168.2	1.31	20	
Surr: 4-Bromofluorobenzene	44.9	0	50	0	89.8	61-131	43.22	3.82		
Surr: Dibromofluoromethane	49.37	0	50	0	98.7	72-137	50.75	2.75		
Surr: Toluene-d8	49.31	0	50	0	98.6	93.7-124	49.74	0.878		

The following samples were analyzed in this batch: 24120535-10A

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
Work Order: 24120535
Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **R238173** Instrument ID **VMS2** Method: **SW8260B**

MBLK		Sample ID: mblkr-R238173				Units: µg/Kg		Analysis Date: 12/31/2024 11:21 AM		
Client ID:		Run ID: VMS2_241231B				SeqNo: 3595311		Prep Date:		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1,1,1,2-Tetrachloroethane	ND	5.0								
1,1,1-Trichloroethane	ND	5.0								
1,1,2,2-Tetrachloroethane	ND	5.0								
1,1,2-Trichloroethane	ND	5.0								
1,1-Dichloroethane	ND	5.0								
1,1-Dichloroethene	ND	5.0								
1,1-Dichloropropene	ND	5.0								
1,2,3-Trichlorobenzene	ND	5.0								
1,2,3-Trichloropropane	ND	5.0								
1,2,4-Trichlorobenzene	ND	5.0								
1,2,4-Trimethylbenzene	ND	5.0								
1,2-Dibromo-3-chloropropane	ND	5.0								
1,2-Dibromoethane	ND	0.77								
1,2-Dichlorobenzene	ND	5.0								
1,2-Dichloroethane	ND	5.0								
1,2-Dichloropropane	ND	5.0								
1,3,5-Trimethylbenzene	ND	5.0								
1,3-Dichlorobenzene	ND	5.0								
1,3-Dichloropropane	ND	5.0								
1,4-Dichlorobenzene	ND	5.0								
2,2-Dichloropropane	ND	5.0								
2-Butanone	ND	50								
2-Chlorotoluene	ND	5.0								
2-Hexanone	ND	5.0								
4-Chlorotoluene	ND	5.0								
4-Methyl-2-pentanone	ND	5.0								
Acetone	ND	50								
Benzene	ND	5.0								
Bromobenzene	ND	5.0								
Bromochloromethane	ND	5.0								
Bromodichloromethane	ND	5.0								
Bromoform	ND	5.0								
Bromomethane	ND	5.0								
Carbon disulfide	ND	5.0								
Carbon tetrachloride	ND	5.0								
Chlorobenzene	ND	5.0								
Chloroethane	ND	5.0								
Chloroform	ND	5.0								
Chloromethane	ND	5.0								
cis-1,2-Dichloroethene	ND	5.0								
cis-1,3-Dichloropropene	ND	5.0								
Dibromochloromethane	ND	5.0								

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
Work Order: 24120535
Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: R238173		Instrument ID VMS2		Method: SW8260B				
Dibromomethane	ND	5.0						
Dichlorodifluoromethane	ND	8.0						
Ethylbenzene	ND	5.0						
Hexachlorobutadiene	ND	5.0						
Isopropylbenzene	ND	5.0						
m,p-Xylene	ND	10						
Methyl tert-butyl ether	ND	5.0						
Methylene chloride	ND	20						
Naphthalene	ND	5.0						
n-Butylbenzene	ND	5.0						
n-Propylbenzene	ND	5.0						
o-Xylene	ND	5.0						
p-Isopropyltoluene	ND	5.0						
sec-Butylbenzene	ND	5.0						
Styrene	ND	5.0						
tert-Butylbenzene	ND	5.0						
Tetrachloroethene	ND	5.0						
Toluene	ND	5.0						
trans-1,2-Dichloroethene	ND	5.0						
trans-1,3-Dichloropropene	ND	5.0						
Trichloroethene	ND	5.0						
Trichlorofluoromethane	ND	5.0						
Vinyl chloride	ND	5.0						
Xylenes, Total	ND	15						
<i>Surr: 4-Bromofluorobenzene</i>	<i>47.75</i>	<i>0</i>	<i>50</i>	<i>0</i>	<i>95.5</i>	<i>78.9-128</i>	<i>0</i>	
<i>Surr: Dibromofluoromethane</i>	<i>58.78</i>	<i>0</i>	<i>50</i>	<i>0</i>	<i>118</i>	<i>79.1-140</i>	<i>0</i>	
<i>Surr: Toluene-d8</i>	<i>52.75</i>	<i>0</i>	<i>50</i>	<i>0</i>	<i>105</i>	<i>84.5-124</i>	<i>0</i>	

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
 Work Order: 24120535
 Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **R238173** Instrument ID **VMS2** Method: **SW8260B**

LCS				Sample ID: LCS-R238173		Units: µg/Kg		Analysis Date: 12/31/2024 09:14 AM		
Client ID:			Run ID: VMS2_241231B			SeqNo: 3595308		Prep Date:		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1,1,1-Trichloroethane	39.87	5.0	50	0	79.7	51.9-139	0			
1,1-Dichloroethene	36.65	5.0	50	0	73.3	38.8-176	0			
1,2-Dichloroethane	48.36	5.0	50	0	96.7	54.4-145	0			
1,3-Dichlorobenzene	45.42	5.0	50	0	90.8	58.4-144	0			
1,4-Dichlorobenzene	46.13	5.0	50	0	92.3	55.3-144	0			
Benzene	41.49	5.0	50	0	83	56-148	0			
Carbon tetrachloride	40.28	5.0	50	0	80.6	51.9-151	0			
Chlorobenzene	43.81	5.0	50	0	87.6	55.4-137	0			
Chloroform	44.63	5.0	50	0	89.3	51.1-147	0			
cis-1,2-Dichloroethene	43.31	5.0	50	0	86.6	47.6-149	0			
Ethylbenzene	41.05	5.0	50	0	82.1	55.8-142	0			
m,p-Xylene	82.72	10	100	0	82.7	57.6-141	0			
Styrene	45.64	5.0	50	0	91.3	59.6-143	0			
Tetrachloroethene	37.75	5.0	50	0	75.5	41.8-152	0			
Toluene	41.78	5.0	50	0	83.6	56-143	0			
Trichloroethene	41.78	5.0	50	0	83.6	56.5-143	0			
Surr: 4-Bromofluorobenzene	50.56	0	50	0	101	78.9-128	0			
Surr: Dibromofluoromethane	49.11	0	50	0	98.2	79.1-140	0			
Surr: Toluene-d8	50.71	0	50	0	101	84.5-124	0			

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
Work Order: 24120535
Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: R238173 Instrument ID VMS2 Method: SW8260B

MS					Sample ID: 24120538-36A ms		Units: µg/Kg		Analysis Date: 12/31/2024 09:33 AM		
Client ID:		Run ID: VMS2_241231B			SeqNo: 3595309		Prep Date:		DF: 1		
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual	
1,1,1-Trichloroethane	38.04	5.0	50	0	76.1	66.9-140	0				
1,1-Dichloroethene	39.07	5.0	50	0	78.1	41.4-161	0				
1,2-Dichloroethane	51.5	5.0	50	0	103	58.9-137	0				
1,3-Dichlorobenzene	44.14	5.0	50	0	88.3	42.5-150	0				
1,4-Dichlorobenzene	44.76	5.0	50	0	89.5	52.1-137	0				
Benzene	41.17	5.0	50	0	82.3	35.8-162	0				
Carbon tetrachloride	38.98	5.0	50	0	78	53.2-137	0				
Chlorobenzene	43.58	5.0	50	0	87.2	65.6-137	0				
Chloroform	44.99	5.0	50	0	90	63.6-147	0				
cis-1,2-Dichloroethene	44.72	5.0	50	0	89.4	52.9-138	0				
Ethylbenzene	39.72	5.0	50	0	79.4	57.5-134	0				
m,p-Xylene	79.36	10	100	0	79.4	56.4-135	0				
Styrene	41.55	5.0	50	0	83.1	60.9-135	0				
Tetrachloroethene	37.38	5.0	50	0	74.8	28.3-109	0				
Toluene	40.61	5.0	50	0	81.2	67.7-135	0				
Trichloroethene	40.8	5.0	50	0	81.6	56.5-136	0				
Surr: 4-Bromofluorobenzene	50.89	0	50	0	102	78.9-128	0				
Surr: Dibromofluoromethane	50.58	0	50	0	101	79.1-140	0				
Surr: Toluene-d8	49.2	0	50	0	98.4	84.5-124	0				

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
 Work Order: 24120535
 Project: Lakeside Fuel;242775

QC BATCH REPORT

Batch ID: **R238173** Instrument ID **VMS2** Method: **SW8260B**

MSD				Sample ID: 24120538-36A msd			Units: µg/Kg		Analysis Date: 12/31/2024 10:02 AM	
Client ID:		Run ID: VMS2_241231B			SeqNo: 3595310		Prep Date:		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1,1,1-Trichloroethane	39.16	5.0	50	0	78.3	66.9-140	38.04	2.9	20	
1,1-Dichloroethene	40.47	5.0	50	0	80.9	41.4-161	39.07	3.53	20	
1,2-Dichloroethane	51.19	5.0	50	0	102	58.9-137	51.5	0.61	20	
1,3-Dichlorobenzene	45.74	5.0	50	0	91.5	42.5-150	44.14	3.55	20	
1,4-Dichlorobenzene	45.9	5.0	50	0	91.8	52.1-137	44.76	2.51	20	
Benzene	42.65	5.0	50	0	85.3	35.8-162	41.17	3.54	20	
Carbon tetrachloride	39.63	5.0	50	0	79.3	53.2-137	38.98	1.64	20	
Chlorobenzene	45.35	5.0	50	0	90.7	65.6-137	43.58	3.98	20	
Chloroform	46.28	5.0	50	0	92.6	63.6-147	44.99	2.83	20	
cis-1,2-Dichloroethene	45.69	5.0	50	0	91.4	52.9-138	44.72	2.13	20	
Ethylbenzene	41.38	5.0	50	0	82.8	57.5-134	39.72	4.1	20	
m,p-Xylene	82.61	10	100	0	82.6	56.4-135	79.36	4	20	
Styrene	42.3	5.0	50	0	84.6	60.9-135	41.55	1.78	20	
Tetrachloroethene	39.44	5.0	50	0	78.9	28.3-109	37.38	5.35	20	
Toluene	41.86	5.0	50	0	83.7	67.7-135	40.61	3.04	20	
Trichloroethene	42.62	5.0	50	0	85.2	56.5-136	40.8	4.38	20	
Surr: 4-Bromofluorobenzene	50.86	0	50	0	102	78.9-128	50.89	0.0531		
Surr: Dibromofluoromethane	49.26	0	50	0	98.5	79.1-140	50.58	2.64		
Surr: Toluene-d8	49.14	0	50	0	98.3	84.5-124	49.2	0.124		

The following samples were analyzed in this batch:

24120535-01A	24120535-02A	24120535-03A
24120535-04A	24120535-05A	24120535-06A
24120535-07A	24120535-08A	24120535-09A

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: CT Consultants, Inc.
Project: Lakeside Fuel;242775
WorkOrder: 24120535

QUALIFIERS, ACRONYMS, UNITS

<u>Qualifier</u>	<u>Description</u>
*	Value exceeds Regulatory Limit
a	Not accredited
B	Analyte detected in the associated Method Blank above the Reporting Limit
E	Value above quantitation range
H	Analyzed outside of Holding Time
J	Analyte detected below quantitation limit
n	Not offered for accreditation
ND	Not Detected at the Reporting Limit
O	Sample amount is > 4 times amount spiked
P	Dual Column results percent difference > 40%
R	RPD above laboratory control limit
S	Spike Recovery outside laboratory control limits
U	Analyzed but not detected above the MDL

<u>Acronym</u>	<u>Description</u>
DUP	Method Duplicate
E	EPA Method
LCS	Laboratory Control Sample
LCSD	Laboratory Control Sample Duplicate
MBLK	Method Blank
MDL	Method Detection Limit
MQL	Method Quantitation Limit
MS	Matrix Spike
MSD	Matrix Spike Duplicate
PDS	Post Digestion Spike
PQL	Practical Quantitation Limit
SDL	Sample Detection Limit
SW	SW-846 Method

<u>Units Reported</u>	<u>Description</u>
% of sample	
µg/Kg-dry	
µg/L	
mg/Kg-dry	

Sample Receipt Checklist

Client Name: **CTCONSULTANTS-MENTOR**

Date/Time Received: **20-Dec-24 15:00**

Work Order: **24120535**

Received by: **IS**

Checklist completed by **Chantel.Allen**

23-Dec-24

Reviewed by: **Rob Nieman**

31-Dec-24

eSignature

Date

eSignature

Date

Matrices: **Soil/Water**

Carrier name: **Courier**

Shipping container/cooler in good condition?

Yes ☒

No ☐

Not Present ☐

Custody seals intact on shipping container/cooler?

Yes ☐

No ☐

Not Present ☒

Custody seals intact on sample bottles?

Yes ☐

No ☐

Not Present ☒

Chain of custody present?

Yes ☒

No ☐

Chain of custody signed when relinquished and received?

Yes ☒

No ☐

Chain of custody agrees with sample labels?

Yes ☒

No ☐

Samples in proper container/bottle?

Yes ☒

No ☐

Sample containers intact?

Yes ☒

No ☐

Sufficient sample volume for indicated test?

Yes ☒

No ☐

All samples received within holding time?

Yes ☒

No ☐

Container/Temp Blank temperature in compliance?

Yes ☒

No ☐

Sample(s) received on ice?

Yes ☒

No ☐

Temperature(s)/Thermometer(s):

2.0

120489

Cooler(s)/Kit(s):

Date/Time sample(s) sent to storage:

12/23/2024 10:46

Water - VOA vials have zero headspace?

Yes ☒

No ☐

No VOA vials submitted ☐

Water - pH acceptable upon receipt?

Yes ☐

No ☐

N/A ☒

pH adjusted?

Yes ☐

No ☐

N/A ☒

pH adjusted by:

Login Notes:

Client Contacted:

Date Contacted:

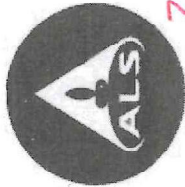
Person Contacted:

Contacted By:

Regarding:

Comments:

CorrectiveAction:



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+1 805 526 7161

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Fort Collins, CO
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Chain of Custody Form

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Rochester, NY
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COC ID: **075001**

24120535

ALS Project Manager: _____

ALS Work Order #: _____

Customer Information				Project Information				Parameter/Method Request for Analysis																	
Purchase Order	Project Name	Project Number	Bill To Company	Invoice Attn	Address	City/State/Zip	Phone	Fax	e-Mail Address	Date	Time	Matrix	Pres.	# Bottles	A	B	C	D	E	F	G	H	I	J	Hold
244433	Lakeside Fuel	242775								12/19/24	0930	Soil	8	2	X	X	X	X	X						
0										12/19/24	1030	Soil	8	2	X	X	X	X	X						
CT Consultants / Verdantia										12/19/24	1055	Soil	8	2	X	X	X	X	X						
Jonathan Adams; Jenn Zampino										12/19/24	1120	Soil	8	2	X	X	X	X	X						
8150 Sterling Court										12/19/24	1140	Soil	8	2	X	X	X	X	X						
Mentor / OH / 44060										12/19/24	1155	Soil	8	2	X	X	X	X	X						
440 525 3188										12/19/24	1220	Soil	8	2	X	X	X	X	X						
Jonathan.adams@ctconsultants.com										12/19/24	1250	Soil	8	2	X	X	X	X	X						
SB-01 (2-4)										12/19/24	1205	Soil	8	2	X	X	X	X	X						
SB-02 (0-2)																									
SB-03 (2-4)																									
SB-04 (0-2)																									
SB-05 (6-8)																									
SB-06 (6-8)																									
SB-07 (4-6)																									
SB-08 (0-2)																									
DUP-01																									
TB-12192024																									
Sampler(s) Please Print & Sign Jon Adams										Shipment Method				Turnaround Time in Business Days (BD) 10 BD 5 BD 3 BD 2 BD 1 BD				Results Due Date:							
Relinquished by: Jon M. Adams										Received by: Jon M. Adams				Notes: 12/20/24 11:15				QC Package: (Check One Box Below) Level II Std QC Level III Std QC/Raw Data Level IV SW846/CLP Other							
Relinquished by: Jon M. Adams										Received by: Jon M. Adams				Notes: 12/20/24 12:00				QC Package: (Check One Box Below) Level II Std QC Level III Std QC/Raw Data Level IV SW846/CLP Other							
Logged by Laboratory										Checked by (Laboratory):				Notes: 12/20/24 12:00				QC Package: (Check One Box Below) Level II Std QC Level III Std QC/Raw Data Level IV SW846/CLP Other							
Preservative Key: 1-HCl 2-HNO ₃ 3-H ₂ SO ₄ 4-NaOH 5-Na ₂ S ₂ O ₃ 6-NaHSO ₄ 7-Other 8-4°C 9-5035																									

Note: 1. Any changes must be made in writing once samples and COC Form have been submitted to ALS Environmental.
2. Unless otherwise agreed in a formal contract, services provided by ALS Environmental are expressly limited to the terms and conditions stated on the reverse.
3. The Chain of Custody is a legal document. All information must be completed accurately.