BROADWAY

PUBLIC IMPROVEMENTS

PROJECT

2019

CITY OF GREENVILLE, OHIO
Contents

- Advertisement for Bids
- Instruction to Bidders
- Bid Form
- Qualifications Statement
- Bid & Contract Bond
- Non-Collusion Affidavit
- Statement of Bidder (No Delinquency)
- Statement of Bidder (Delinquency)

- Notice of Award
- Agreement Form
- City Income Tax Questionnaire
- Certification of Fiscal Officer & Owner’s Attorney
- Notice of Commencement
- Notice to Proceed

- Application for Payment Forms
- Waiver of Lien
- Contractor’s Affidavit
- Field Order Form
- Change Order Form
- Maintenance Bond
- Certificate of Substantial Completion

- Standard General Conditions
- Supplementary Conditions
- State of Ohio, Darke County, Prevailing Wage Rates
- Technical Specifications
CITY OF GREENVILLE, OHIO
BROADWAY PUBLIC IMPROVEMENTS PROJECT

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Broadway Public Improvements Project will be received by the City of Greenville, Ohio, at the office of the Board of Control, c/o Janelle Cross, 100 Public Square, Greenville, OH 45331, until 10:00 a.m. local time on February 14, 2019, at which time the Bids received will be publicly opened and read. The Project consists of supplying materials, equipment, and labor to construct 10,863 LF curb & gutter, lighting, storm, water and incidental improvements from the traffic circle to Russ Road in the City of Greenville, Ohio as described in the plans and specifications. Substantial Completion date is August 30, 2019, with $500 per day liquidation fees. The engineer’s estimate for this project is $1,823,600.00.

The Issuing Office for the Bidding Documents is: City of Greenville, Planning & Zoning Department, 100 Public Square, Greenville, Ohio 45331, c/o Janelle Cross. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Thursdays between the hours of 8:00 a.m. and 4:30 p.m., or Fridays between the hours of 8:00 a.m. and 1:00 p.m., and may obtain copies of the Bidding Documents from the Issuing Office. Bidding Documents also may be examined online at www.cityofgreenville.org. Bids will be accepted only from Planholders who have purchased plans and specifications for this project.

A mandatory attendance pre-bid conference will be held at 10:00 a.m. local time on February 5, 2019 at the Council Chambers in the Municipal Building, 100 Public Square, Greenville, Ohio. If you plan to pick up specs at the pre-bid meeting, please reserve a set by e-mailing jcross@cityofgreenville.org by noon on 2/4/19.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon non-refundable payment of $76.00 for each set. Exact cash or check for Bidding Documents shall be payable to "City of Greenville"; electronic payment is not accepted. Upon request and receipt of the document payment indicated above plus shipping account number, the Issuing Office will transmit the Bidding Documents via delivery service. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder’s date of receipt of the Bidding Documents. Owner will not be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis as indicated in the Bid Form. A 100% bid bond or security shall be furnished in accordance with the Instructions to Bidders. Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

The City of Greenville is an Equal Opportunity Employer M/F.

Owner: City of Greenville, Ohio
By: Curt Garrison
Title: Safety/Service Director
Ads: January 25 and February 1, 2019

++ END OF ADVERTISEMENT FOR BIDS ++
# INSTRUCTIONS TO BIDDERS

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1 – Defined Terms</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 2 – Copies of Bidding Documents</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 3 – Qualifications of Bidders</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 5 – Bidder’s Representations</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 6 – Pre-Bid Conference</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 7 – Interpretations and Addenda</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 8 – Bid Security</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 9 – Contract Times</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 10 – Liquidated Damages</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 11 – Substitute and “Or-Equal” Items</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 12 – Subcontractors, Suppliers, and Others</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 13 – Preparation of Bid</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 14 – Basis of Bid</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 15 – Submittal of Bid</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 16 – Modification and Withdrawal of Bid</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 17 – Opening of Bids</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 18 – Bids to Remain Subject to Acceptance</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 19 – Evaluation of Bids and Award of Contract</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 20 – Bonds and Insurance</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 21 – Signing of Agreement</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 22 – Sales and Use Taxes</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 23 – PREVAILING WAGES</td>
<td>9</td>
</tr>
</tbody>
</table>
ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder’s qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Federal ID number

3.02 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner’s authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner’s Safety Program

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 Other Work at the Site

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of one hundred percent (100%) of Bidder's maximum Bid price (determined by adding the base bid and
all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner’s exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award may be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 Bidder shall set forth in the Bid the time by which Bidder shall achieve Substantial Completion, subject to the restrictions established in Paragraph 14.04 of these Instructions. The Owner will take Bidder’s time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. The Successful Bidder’s time commitments will be entered into the Agreement (or incorporated in the Agreement by reference to the specific terms of the Bid).

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as
supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within three days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: manholes, catch basins, control center cabinet, post & luminaire, seeding & mulching, fire hydrant and any other specifically requested.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

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13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.04 A Bid by an individual shall show the Bidder’s name and official address.

13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.06 All names shall be printed in ink below the signatures.

13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Base Bid with Alternates

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

14.02 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to City of Greenville, Board of Control, 100 Public Sq., Greenville, OH 45331.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest and best responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from Ohio state sales and use taxes on materials to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

ARTICLE 23 – PREVAILING WAGES

23.01 Contractor and sub-contractors will be required to pay all employees performing work on this project according to State of Ohio, Division of Industrial Compliance, Bureau of Wage and Hour Administration for Darke County. (http://com.ohio.gov/laws/)
BID FORM

BROADWAY PUBLIC IMPROVEMENTS PROJECT

City of Greenville, Ohio

2019

This bid is presented by

(Place the company name on the bottom right corner of each page of this proposal packet.)

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1 – Bid Recipient</td>
<td>1</td>
</tr>
<tr>
<td>Article 2 – Bidder’s Acknowledgements</td>
<td>1</td>
</tr>
<tr>
<td>Article 3 – Bidder’s Representations</td>
<td>1</td>
</tr>
<tr>
<td>Article 4 – Bidder’s Certification</td>
<td>2</td>
</tr>
<tr>
<td>Article 5 – Basis of Bid</td>
<td>3</td>
</tr>
<tr>
<td>Article 6 – Time of Completion</td>
<td>7</td>
</tr>
<tr>
<td>Article 7 – Attachments to this Bid</td>
<td>7</td>
</tr>
<tr>
<td>Article 8 – Defined Terms</td>
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<tr>
<td>Article 9 – Bid Submittal</td>
<td>7</td>
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</table>
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Greenville, Board of Control, 100 Public Square, Greenville, OH 45331

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<table>
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<th>Addendum No.</th>
<th>Addendum, Date</th>
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</table>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance
of the Work; (2) the means, methods, techniques, sequences, and procedures of
construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding
paragraph, that no further examinations, investigations, explorations, tests, studies, or data
are necessary for the determination of this Bid for performance of the Work at the price bid
and within the times required, and in accordance with the other terms and conditions of
the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the
Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or
discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the
written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all
terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that
Bidder has complied with every requirement of this Article, and that without exception the
Bid and all prices in the Bid are premised upon performing and furnishing the Work
required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed
individual or entity and is not submitted in conformity with any collusive agreement or
rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false
or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing
for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of
value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to
influence the bidding process to the detriment of Owner, (b) to establish bid prices at
artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and
open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders,
with or without the knowledge of Owner, a purpose of which is to establish bid prices
at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly,
persons or their property to influence their participation in the bidding process or
affect the execution of the Contract.
### ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

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<td>71</td>
<td>331113</td>
<td>6&quot; x 6&quot; Tapping Sleeve</td>
<td>2</td>
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<td>72</td>
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<td>8&quot; x 6&quot; Tapping Sleeve</td>
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<td>73</td>
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<tr>
<td>74</td>
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<td>Water Service Connections</td>
<td>60</td>
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<tr>
<td>75</td>
<td>331213</td>
<td>Replace Curb-Stop and Box</td>
<td>1</td>
<td>Ea</td>
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<tr>
<td>76</td>
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<td>6&quot; Gate Valve with Box</td>
<td>10</td>
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<tr>
<td>77</td>
<td>331216</td>
<td>8&quot; Gate Valve with Box</td>
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<tr>
<td>78</td>
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<td>79</td>
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<td>Ea</td>
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<td>80</td>
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<td>Relocate Water Service Valve</td>
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<td>81</td>
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<td>Ea</td>
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<tr>
<td>82</td>
<td>Special</td>
<td>Replace Sanitary Clean-Out</td>
<td>2</td>
<td>Ea</td>
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<td>83</td>
<td>Spec.</td>
<td>Bond</td>
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<td>Lump</td>
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<td>84</td>
<td>Spec.</td>
<td>Asphalt Reinforcement Interlayer</td>
<td>3,279</td>
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<td>TOTAL BID</td>
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Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:
   A. Required Bid security;
   B. List of Proposed Subcontractors;
   C. List of Proposed Suppliers;
   D. List of Project References;
   E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
   F. Federal identification number;
   G. Required Bidder Qualification Statement with supporting data;
   H. Contractor Non-Collusion Affidavit; and
   I. Delinquent Property Tax Affidavit.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

________________________________________
By:  
[Signature]

[Printed name]
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)
QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:
   Official Name of Firm:  
   Address:  

2. SUBMITTED TO:  

3. SUBMITTED FOR:
   Owner:  
   Project Name:  

4. CONTRACTOR'S CONTACT INFORMATION
   Contact Person:  
   Title:  
   Phone:  
   Email:  

5. AFFILIATED COMPANIES:
   Name:  
   Address:  

6. TYPE OF ORGANIZATION:
   ☐ SOLE PROPRIETORSHIP
   Name of Owner:  
   Doing Business As:  

EJCDC® C-451, Qualifications Statement.
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Page 1 of 7
7. LICENSING

Jurisdiction:
Type of License:
License Number:
Jurisdiction:
Type of License:
License Number:

8. CERTIFICATIONS

Disadvantage Business Enterprise:
Minority Business Enterprise:
Woman Owned Enterprise:
Small Business Enterprise:
Other (______________________):

CERTIFIED BY:

9. BONDBING INFORMATION

Bonding Company:
Address:

Bonding Agent:
Address:

Contact Name:
Phone:
Aggregate Bonding Capacity: ______________________
Available Bonding Capacity as of date of this submittal: ______________________

10. FINANCIAL INFORMATION

Financial Institution:
Address:
Account Manager: ________________________________
Phone: _______________________________________

BE PREPARED TO PROVIDE AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS, IF YOU ARE ONE OF THE 3 BEST BIDS, AND ASKED TO PROVIDE IT.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on Schedule A all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on Schedule B all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES  ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES  ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES  ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: ________________________________

Be prepared to provide Include the following, if requested:
Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

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Total Recordable Frequency Rate (TRFR) for the last 5 years:

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Total number of man-hours worked for the last 5 Years:

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<th>TOTAL NUMBER OF MAN-HOURS</th>
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the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

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13. **EQUIPMENT:**

**MAJOR EQUIPMENT:**

List on Schedule C all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**NAME OF ORGANIZATION:**

________________________________________

**BY:**

________________________________________

**TITLE:**

________________________________________

**DATED:**

________________________________________

**NOTARY ATTEST:**

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _________ DAY OF __________, 20__

**NOTARY PUBLIC - STATE OF**

________________________________________

**MY COMMISSION EXPIRES:**

________________________________________
REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).

2. Schedule B (Previous Experience).

3. Schedule C (Major Equipment).

4. (If specifically requested) Audited balance sheet for each of the last 3 years for firm named in Section 1.

5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.

6. (If specifically requested) Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.

7. (If specifically requested) Required safety program submittals listed in Section 13.

8. Additional items as pertinent.
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<tr>
<th>Project Name</th>
<th>Owner's Contact Person</th>
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## SCHEDULE B

### PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

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EJCDC C-451, Qualifications Statement.
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Page 3 of 4
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Bid and Contract Bond

**ORC 153.571**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ______________________ as principal and ______________________ as sureties, are hereby held and firmly bound unto the City of Greenville, Ohio as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _______________ to undertake the project known as Broadway Public Improvements. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of ______________________ dollars.

(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ______ day of ____________________________.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the Broadway Public Improvements Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said ______________________ shall well and faithfully do and perform the things agreed by the City of Greenville, Ohio to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished...
in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

SIGNED AND SEALED this ____ day of ________________, 20__.

Principal____________________________  Surety____________________________
Signed_______________________________  Signed____________________________
Address_______________________________  Address____________________________

______________________________  ________________________________
NON-COLLUSION AFFIDAVIT

STATE OF ______________________)
COUNTY OF ______________________)

______________________________, being first duly sworn, deposes and says that he is ______________________ (sole owner, partner, president, secretary, etc.) of ______________________, the party making the foregoing proposal or bid for Broadway Public Improvements; that such bid is genuine and not collusive or sham; that said 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 person shall refrain from bidding, and 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 City of Greenville, Ohio or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid 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.

____________________________
Affiant

SWORN to and subscribed before me
this _____ day of ______________________
20______.

____________________________
Notary Public in and for
______________ County,
My Commission Expires ____________
NON-COLLUSION AFFIDAVIT

STATE OF _______________    ) SS.
COUNTY OF _______________    

______________________________, being first duly sworn, deposes
and says that he is ____________________________ (sole owner, partner, president,
secretary, etc.) of ________________________________, the party
making the foregoing proposal or bid for Broadway Public Improvements; that such bid is
genuine and not collusive or sham; that said 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 person shall refrain from bidding, and 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
City of Greenville, Ohio or any person or persons interested in the proposed contract; and
that all statements contained in said proposal or bid 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.

______________________________
Affiant

SWORN to and subscribed before me
this _____ day of __________________
20______.

______________________________
Notary Public in and for
__________________________ County,
My Commission Expires ____________
STATEMENT OF BIDDER
Concerning CAT Taxes/Corporate Tax
(No Delinquency)

STATE OF ________________
COUNTY OF ________________

) ) SS.

__________________________, being the ______________________
(Name of person making statement) (Title/Position)

of ________________________________, being first
(Name of Bidder or Company)
duly cautioned and sworn according to law does hereby swear or affirm as follows:

1. That as of ______________________ (date of bid),
   ______________________ (name of bidder)
   was not charged with any delinquent Concerning CAT Taxes/Corporate
   Tax on the general tax list of personal property of Darke County, Ohio.

2. That I understand that a copy of this Statement shall be incorporated
   into the contract to be entered between ______________________
   ______________________ (name of bidder) and the City of
   Greenville, Ohio.

Further Affiant sayeth naught.

__________________________
(Signature of person making statement)

__________________________, being the ______________________
(Name of person making statement) (Title/Position)

of ________________________________ appeared before me and
(Name of Bidder or Company)
did swear that the foregoing comments are true as he verily believes.

Sworn to and subscribed in my presence this _______ day of ________________, 20____,
at ______________________ County, ________________.

__________________________
Notary Public
My Commission Expires ______________________
STATEMENT OF BIDDER
Concerning CAT Taxes/Corporate Tax
(Delinquency)

STATE OF _______________ )
) SS.
COUNTY OF _______________)

________________________________ being the ____________________________
(Name of person making statement) (Title/Position)

________________________________, being first duly cautioned and
(Name of bidder or company)
sworn according to law does hereby swear or affirm as follows:

AMOUNT OF UNPAID DELINQUENT TAX/PENALTY & INTEREST/TOTAL DUE

a. ________________________________________________________________
b. ________________________________________________________________
c. ________________________________________________________________
d. ________________________________________________________________

That I understand that a copy of this Statement shall be incorporated into the Contract to
be entered between _____________________________(Name of bidder)
and the City of Greenville, Ohio.

Further Affiant sayeth naught.

________________________________
(Signature of person making statement)

________________________________ being the ____________________________
(Name of person making statement) (Title/Position)
_____________________________(company/bidder) appeared before me and did
swear that the foregoing statements are true as he verily believes.

Sworn to and subscribed in my presence this _____ day of ______________, 20___, at
________________________ County, ____________.

________________________________
Notary Public
My Commission Expires ______________
NOTICE OF AWARD

Date of Issuance:

Owner: City of Greenville

Owner’s Contract No.:

Engineer:

Engineer’s Project No.:

Project: Broadway Public Improvements

Bidder:

Bidder’s Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated ______________ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

General construction of the Broadway Public Improvements, including supplying materials, equipment, and labor to construct curb, gutter, sidewalk, street widening, lighting, storm and water improvements from the traffic circle to Russ Road in the City of Greenville, Ohio.

The Contract Price of the awarded Contract is: $_______

X unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents and Plans has been made available to Bidder electronically.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 copies of the Agreement, fully executed by Bidder.

2. Deliver with the executed Agreement(s) the Contract insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6, and Ohio Bureau of Workers Compensation Certificate.

3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: Curt Garrison

Title: Safety/Service Director

Copy: Engineer
CONTRACT AGREEMENT
BETWEEN CITY OF GREENVILLE, OHIO AND CONTRACTOR
FOR BROADWAY PUBLIC IMPROVEMENTS PROJECT

THIS AGREEMENT is by and between City of Greenville ("Owner") and

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Broadway Public Improvements Project consists of supplying materials, equipment, and labor to construct curb, gutter, sidewalk, street widening, lighting, storm and water improvements from the traffic circle to Russ Road in the City of Greenville, Ohio.

ARTICLE 2 – THE PROJECT

2.01 The Broadway Public Improvements Project, of which the Work under the Contract Documents is a part, is generally described as follows: supplying materials, equipment, and labor to construct curb, gutter, sidewalk, street widening, lighting, storm and water improvements from the traffic circle to Russ Road in the City of Greenville, Ohio.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Mote & Associates.

3.02 The Owner will act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The Work will be substantially completed on or before August 30, 2019 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2019.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the
actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. Total of Lump Sum Amount and/or Unit Price Work (subject to final Unit Price adjustment) of $________.

B. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
6.02  Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

   a. 8 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

   b. 8 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03  Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance bond
3. Other bonds.
   a. Maintenance Bond
4. General Conditions
5. Supplementary Conditions
7. Drawings (not attached but incorporated by reference) consisting of 46 sheets with each sheet bearing the following general title: Broadway Public Improvements Project.
8. Addenda

9. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms
    A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract
    A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns
    A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability
    A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on __________ (which is the Effective Date of the Contract).

OWNER: City of Greenville, Ohio

________________________
By: Curt Garrison
Title: Safety / Service Director
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

________________________
By: _______________________
Title: _______________________

________________________
Attest: ______________________
Title: _______________________

________________________
Attest: ______________________
Title: _______________________
Address for giving notices:

Municipal Building
100 Public Square
Greenville, OH 45331

Federal ID No.:
CITY OF GREENVILLE, OHIO INCOME TAX DEPARTMENT
Municipal Building
100 Public Square
Greenville OH 45331-1499
PHONE: 937-548-5747; FAX 937-548-3035
BUSINESS QUESTIONNAIRE
This information may be shared with other departments within the City of Greenville

1. Name of Individual ____________________________ or
   Owner(s) ____________________________________

2. Name of Corporation ____________________________________________________________
   (a) Statutory Agent ____________________________ SSN ____________________________
   (b) Federal Identification Number ____________________________
   (c) Telephone Number ____________________________ Fax Number __________________

3. Trade Name (If any) ____________________________________________________________

4. Give home address of Owner(s) or all Partners if a Partnership & include social security number(s)

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5. Business Address ______________________________________________________________

6. Mailing Address (If different from above) ________________________________________

7. Date when business (or job) started or will start in Greenville ____________________

8. Address where work will be done in Greenville ___________________________________

9. Withholding remittance is required: Monthly ($200 or more) __________ Quarterly __________

10. Total number of employees withholding for __________________________

11. Type of Organization: Individual ______ Partnership ______ Corporation ______

12. Accounting Period: Calendar Year ______ *Fiscal Year Ending (month) ________

13. Nature of Business _____________________________________________________________

14. Do you have any Sub-Contractors on the Greenville job? Yes _____ No _____ If yes, please attach a
    list showing names, addresses and phone numbers or write list of Sub-Contractors on back of this sheet.

15. With reference to Real Estate Property and Personal Property within the City of Greenville:
    (a) Does the Business or Profession occupy, as Tenant, Real Property rented from others?
        Yes _____ No _____ If yes, to whom is rent paid __________________________

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For all Business / Contractor doing business inside Greenville City limits but are located outside Greenville

16. Non-Resident Business, estimated completion date of job: (Month & Year) ____________

17. Non-Resident Business, how many Employees (WORKING MORE THAN 20 DAYS) will be working on
    the project? (Do not include yourself) ____________________________________________

18. Non-Resident Business, are you a Small Business (total revenue of less than $500,000 during the
    preceding taxable year)? Yes _____ No _____ If yes please send a copy of your preceding tax year
    Federal return for verification.

Signature ____________________________ Date __________________

**Withholding Forms may be found on our Website: cityofgreenville.org**

PLEASE RETURN THIS QUESTIONNAIRE WITHIN 20 DAYS TO THE CITY OF GREENVILLE.
CERTIFICATION OF FISCAL OFFICER

The undersigned, as City Auditor of the City of Greenville, Ohio hereby certifies that funds sufficient to meet the requirements of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

Project: Broadway Public Improvements

By ____________________________
City Auditor

Date __________________________

CERTIFICATE OF OWNER’S ATTORNEY

The undersigned, as Law Director of the City of Greenville, Ohio, do hereby certify as follows:

I have examined the attached contract(s) and surety bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Project: Broadway Public Improvements

By ____________________________
Law Director

Date __________________________
NOTICE OF COMMENCEMENT

STATE OF OHIO:
COUNTY OF DARKE:

Curt Garrison says that he is the Safety/Service Director of the City of Greenville (the "Public Authority" hereinafter) and states as follows:

1. The Public Authority has contracted for the completion of the following public improvement: supplying materials, equipment, and labor to construct curb, gutter, sidewalk, street widening, lighting, storm, water and sanitary improvements from the traffic circle to Russ Road in the City of Greenville, Ohio and all other appurtenant work as indicated in the specifications.

2. Said project is located in the public right-of-way of North Broadway and South Broadway in Greenville, Ohio.

3. The Public Authority has identified the Project as the Broadway Public Improvements Project.

4. The City of Greenville has executed Contract(s) for the Project with the following Principal Contractor(s), having the following address(es) and trade(s):

<table>
<thead>
<tr>
<th>Name of Contractor</th>
<th>Address</th>
<th>Trade</th>
</tr>
</thead>
</table>

5. The first of these Contracts, with ________________, contractor, was executed on the ___ day of ________________, 20___:

6. The name and address of all sureties guaranteeing payment of the obligation of each such principal contractor are as follows:

<table>
<thead>
<tr>
<th>Name of Surety</th>
<th>Address of Surety</th>
<th>Name of Principal Contractor</th>
</tr>
</thead>
</table>

7. Service of the Affidavit described in ORC 1311.26 may be made on the following representative of the Public Authority: Curt Garrison, Safety/Service Director, 100 Public Square, Greenville, Ohio 45331.
8. Curt Garrison, as Safety/Service Director of the City of Greenville, Ohio, having been duly sworn, states that the information contained herein is true and correct and that Affiant has the requisite authority to execute this instrument.

________________________                     
Affiant

STATE OF OHIO   : 
COUNTY OF DARKE :

SWORN to before me and subscribed in my presence this _____ day of _____________, 20

________________________                     
Notary Public

This document prepared by Janelle Cross, Clerk, Board of Control, for the City of Greenville.
NOTICE OF COMMENCEMENT

STATE OF OHIO
COUNTY OF DARKE

Curt Garrison says that he is the Safety/Service Director of the City of Greenville (the “Public Authority” hereinafter) and states as follows:

1. The Public Authority has contracted for the completion of the following public improvement: supplying materials, equipment, and labor to construct curb, gutter, sidewalk, street widening, lighting, storm and water improvements from the traffic circle to Russ Road in the City of Greenville, Ohio and all other appurtenant work as indicated in the specifications.

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__________________________________
Affiant

STATE OF OHIO :
COUNTY OF DARKE :

SWORN to before me and subscribed in my presence this _____ day of ________________, 20

__________________________________
Notary Public

This document prepared by Janelle Cross, Clerk, Board of Control, for the City of Greenville.
NOTICE TO PROCEED

Owner: City of Greenville, OH
Contractor: 
Engineer: 
Project: Broadway Public Improvements Project

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on ________________, 20__.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is ________________, and the date of readiness for final payment is ________________].

Before starting any Work at the Site, Contractor must comply with the following:

Owner:

Authorized Signature
By: Curt Garrison
Title: Safety / Service Director
Date Issued: 

Copy: Engineer
### Contractor's Application for Payment No.

#### Application Details
- **Application**
- **Period**: 
- **Application Date**: 
- **To**: City of Greenville, Ohio, 100 Public Sq, Greenville, OH 45331
- **From (Contractor)**: 
- **Via (Engineer)**: 

#### Project Details
- **Project**: Broadway Public Improvement Project
- **Contract**: 
- **Owner's Contract No.**: 
- **Contractor's Project No.**: 
- **Engineer's Project No.**: 

#### Change Order Summary

<table>
<thead>
<tr>
<th>Number</th>
<th>Additions</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. **ORIGINAL CONTRACT PRICE** $ 
2. Net change by Change Orders $ 
3. **Current Contract Price (Line 1 + 2)** $ 
4. **TOTAL COMPLETED AND STORED TO DATE** (Column F total on Progress Estimates) $ 
5. **RETAINAGE**:
   a. X Work Completed $ 
   b. X Stored Material $ 
   c. Total Retainage (Line 5a + Line 5b) $ 
6. **AMOUNT ELIGIBLE TO DATE** (Line 4 - Line 5c) $ 
7. **LESS PREVIOUS PAYMENTS** (Line 6 from prior Application) $ 
8. **AMOUNT DUE THIS APPLICATION** $ 
9. **BALANCE TO FINISH, PLUS RETAINAGE** (Column G total on Progress Estimates + Line 5c above) $ 

#### Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:

1. All previous progress payments received from Owner on account of Work done under the Contract have been applied on an account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.
2. Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrance); and
3. All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

#### Payment Details
- **Payment of**: $ (Line 8 or other - attach explanation of the other amount)
- **Recommended by**: (Engineer) (Date)
- **Payment of**: $ (Line 8 or other - attach explanation of the other amount)
- **Approved by**: (Owner) (Date)

#### Contractor Signature
- **By**: 
- **Date**: 

---

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1
### Progress Estimate - Unit Price Work

**Contractor's Application**

**For Contract:** Broadway Public Improvements Project

**Application Period:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Contract Information</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item No.</td>
<td>Description</td>
<td>Item Quantity</td>
<td>Units</td>
<td>Unit Price</td>
<td>Total Value of Item ($)</td>
<td>Estimated Quantity Installed</td>
</tr>
</tbody>
</table>

| | | | | | | | | | | | |

| Totals | | | | | | | | | | | |

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EICDC® C-620 Contractor's Application for Payment
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Page 1 of 1
<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item No.</td>
<td>Supplier Invoice No.</td>
<td>Submittal No. (with Specification Section No.)</td>
<td>Storage Location</td>
<td>Description of Materials or Equipment Stored</td>
<td>Stored Previously</td>
<td>Amount Stored this Month ($)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Date Placed into Storage (Month/Year)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Amount Stored to Date (D - E)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals**
WAIVER OF LIEN

For valuable consideration received, _________________ does hereby waive and relinquish all rights and claims of lien which it now has or may hereinafter have for material, labor or other things of value furnish between the dates of ______________________ and ______________________ for the Broadway Public Improvements project in accordance with the contract dated ______________________, 20____., situated at the following described property: Within the public right-of-way of North Broadway and South Broadway.

And for the same consideration, _________________ does hereby covenant and warrant that all indebtedness of any nature, kind, and amount owed to any person or corporation or other entity for material, labor or other thing of value under said contract and provided or used during the above dates has been fully paid, and _________________ does hereby promise and agree to hold the City of Greenville, Ohio harmless from any and all claims or liens arising out of or under said contract, and to fully indemnify said City of Greenville, Ohio for any losses it may sustain by reason of such claim(s) or lien(s).

Company Name

By__________________________

SWORN to before and subscribed in my presence at ______________________ this _____ day of ______________________, 20____.

Notary Public

My Commission Expires __________
CONTRACTOR'S AFFIDAVIT

STATE OF ___________________ )
COUNTY OF ___________________ ) SS.

The undersigned, ______________________, hereinafter called the Contractor, hereby represents that on __________________, 20____, he/she was awarded a contract by the City of Greenville, Ohio, hereinafter called the Owner, to construct the Broadway Public Improvements Project in accordance with the terms and conditions of the Contract; and the undersigned further represents that all progress payments heretofore received from the Owner on account of the work have been applied by the Contractor to discharge in full all of the Contractor's obligations incurred in connection with the work covered by all prior estimates.

This affidavit is freely and voluntarily given with full knowledge of the facts on this _____ day of ____________, 20____.

______________________________
Contractor

By_______________________________

Title______________________________

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

______________________________
Notary Public in and for

__________________________ County, _____

My Commission Expires___________
Work Change Directive No.

<table>
<thead>
<tr>
<th>Date of Issuance:</th>
<th>Effective Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner: City of Greenville, Ohio</td>
<td>Owner’s Contract No.:</td>
</tr>
<tr>
<td>Contractor:</td>
<td>Contractor’s Project No.:</td>
</tr>
<tr>
<td>Project: Broadway Public Improvements</td>
<td></td>
</tr>
</tbody>
</table>

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: [List documents supporting change]

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- □ Non-agreement on pricing of proposed change.
- □ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

<table>
<thead>
<tr>
<th>Contract Price</th>
<th>$</th>
<th>[increase] [decrease]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Time</td>
<td>Days:</td>
<td>[increase] [decrease]</td>
</tr>
</tbody>
</table>

Basis of estimated change in Contract Price:

- □ Lump Sum
- □ Cost of the Work
- □ Unit Price
- □ Other

RECOMMENDED:

By: [Engineer (Authorized Signature)]
Title: [Title]
Date: [Date]

AUTHORIZED BY:

By: [Owner (Authorized Signature)]
Title: [Title]
Date: [Date]

RECEIVED:

By: [Contractor (Authorized Signature)]
Title: [Title]
Date: [Date]
CHANGE ORDER FORM
00 63 63

CHANGE ORDER

To the Contractor: ________________________________

NUMBER: ________________________________

DATE: ________________________________

CONTRACT NO.: N/A

PROJECT NAME: Broadway Public Improvements

PROJECT LOCATION: Greenville, Ohio

Circle one This original is for: OWNER ENGINEER CONTRACTOR OTHER

The Contract is changed as follows:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description of Change (Quantities, Unit Prices, Completion Schedule, Etc.)</th>
<th>Increase/Decrease in Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

JUSTIFICATION:

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENTS TO THE SUBJECT CONTRACT:

Original Contract Sum: ........................................... $

Net change by previously authorized Change Orders: ........................................... $

Contract Sum including previous Change Orders: ........................................... $ 0.00

This Change Order increases Contract Sum by: ........................................... $ 0.00

The new Contract Sum including this Change Order will be: ........................................... $ 0.00

The date of Final Completion as of the date of this Change Order is: ......................... Unchanged

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY HERETO.

ACCEPTED BY: ________________________________ RECOMMENDED BY: ________________________________ APPROVED BY: ________________________________

CONTRACTOR ________________________________ ENGINEER ________________________________ OWNER ________________________________

ADDRESS ________________________________ ADDRESS ________________________________ ADDRESS ________________________________

BY ________________________________ BY ________________________________ BY ________________________________

DATE ________________________________ DATE ________________________________ DATE ________________________________

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, ENGINEER AND OWNER.
MAINTENANCE BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned ________________________________, as principal and ________________________________, as surety, are hereby held and firmly bound unto the CITY OF GREENVILLE, STATE OF OHIO, in the penal sum of ________________________________ ($__________), representing the amount equivalent to ten (10%) per cent of the total costs of the construction of the Broadway Public Improvements Project heretofore constructed or caused to be constructed by the said principal, which such improvements are offered to the said City for acceptance as public improvements, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of ________________________, 20____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named principal did construct or cause to be constructed certain improvements which have been offered to the said City for acceptance as public improvements; and

WHEREAS, the said principal is required to present to the said City assurance that the said improvements so constructed shall be maintained in a condition satisfactory to said City for a period of one (1) year after the date of the acceptance and substantial completion thereof as public improvements.

NOW THEREFORE, if the said improvements shall be maintained in a condition satisfactory to the said City for a period of one (1) year after the date of the acceptance thereof as public improvements, then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the plans, plat or specifications incidental to such public improvements shall in any wise affect the obligations of said surety on the bond.

By ________________________________

    its ________________________________

____________________________
Surety

The foregoing Maintenance Bond approved this _____ day of ________________________, 20____.

____________________________
DIRECTOR OF PUBLIC SAFETY/SERVICE
CITY OF GREENVILLE, DARKE COUNTY, OHIO

APPROVED as to form this _____ day of ________________________, 20____.

____________________________
LAW DIRECTOR
CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Greenville  
Contractor:  
Project: Broadway Public Improvements

This ___ Preliminary OR ___ Final Certificate of Substantial Completion applies to:

☐ All Work  
☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

☐ None  
☐ As follows

Amendments to Contractor's responsibilities:

☐ None  
☐ As follows:

The following documents are attached to and made a part of this Certificate: Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<table>
<thead>
<tr>
<th>EXECUTED BY ENGINEER:</th>
<th>RECEIVED:</th>
<th>RECEIVED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>(Authorized signature)</td>
<td>Owner (Authorized Signature)</td>
<td>Contractor (Authorized Signature)</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

EJCDC® C-625, Certificate of Substantial Completion.  
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.  
Page 1 of 1
# TABLE OF CONTENTS

Article 1 – Definitions and Terminology

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01 Defined Terms</td>
<td>1</td>
</tr>
<tr>
<td>1.02 Terminology</td>
<td>4</td>
</tr>
</tbody>
</table>

Article 2 – Preliminary Matters

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01 Delivery of Bonds and Evidence of Insurance</td>
<td>5</td>
</tr>
<tr>
<td>2.02 Copies of Documents</td>
<td>5</td>
</tr>
<tr>
<td>2.03 Before Starting Construction</td>
<td>6</td>
</tr>
<tr>
<td>2.04 Preconstruction Conference; Designation of Authorized Representatives</td>
<td>6</td>
</tr>
<tr>
<td>2.05 Initial Acceptance of Schedules</td>
<td>6</td>
</tr>
<tr>
<td>2.06 Electronic Transmittals</td>
<td>6</td>
</tr>
</tbody>
</table>

Article 3 – Documents: Intent, Requirements, Reuse

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01 Intent</td>
<td>7</td>
</tr>
<tr>
<td>3.02 Reference Standards</td>
<td>7</td>
</tr>
<tr>
<td>3.03 Reporting and Resolving Discrepancies</td>
<td>7</td>
</tr>
<tr>
<td>3.04 Requirements of the Contract Documents</td>
<td>8</td>
</tr>
<tr>
<td>3.05 Reuse of Documents</td>
<td>8</td>
</tr>
</tbody>
</table>

Article 4 – Commencement and Progress of the Work

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01 Commencement of Contract Times; Notice to Proceed</td>
<td>9</td>
</tr>
<tr>
<td>4.02 Starting the Work</td>
<td>9</td>
</tr>
<tr>
<td>4.03 Reference Points</td>
<td>9</td>
</tr>
<tr>
<td>4.04 Progress Schedule</td>
<td>9</td>
</tr>
<tr>
<td>4.05 Delays in Contractor’s Progress</td>
<td>9</td>
</tr>
</tbody>
</table>

Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01 Availability of Lands</td>
<td>10</td>
</tr>
<tr>
<td>5.02 Use of Site and Other Areas</td>
<td>11</td>
</tr>
<tr>
<td>5.03 Subsurface and Physical Conditions</td>
<td>11</td>
</tr>
<tr>
<td>5.04 Differing Subsurface or Physical Conditions</td>
<td>12</td>
</tr>
<tr>
<td>5.05 Underground Facilities</td>
<td>13</td>
</tr>
<tr>
<td>5.06 Hazardous Environmental Conditions at Site</td>
<td>15</td>
</tr>
</tbody>
</table>
Article 6 – Bonds and Insurance

6.01 Performance, Payment, and Other Bonds

6.02 Insurance—General Provisions

6.03 Contractor’s Insurance

6.04 Owner’s Liability Insurance

6.05 Property Insurance

6.06 Waiver of Rights

6.07 Receipt and Application of Property Insurance Proceeds

Article 7 – Contractor’s Responsibilities

7.01 Supervision and Superintendence

7.02 Labor; Working Hours

7.03 Services, Materials, and Equipment

7.04 “Or Equals”

7.05 Substitutes

7.06 Concerning Subcontractors, Suppliers, and Others

7.07 Patent Fees and Royalties

7.08 Permits

7.09 Taxes

7.10 Laws and Regulations

7.11 Record Documents

7.12 Safety and Protection

7.13 Safety Representative

7.14 Hazard Communication Programs

7.15 Emergencies

7.16 Shop Drawings, Samples, and Other Submittals

7.17 Contractor’s General Warranty and Guarantee

7.18 Indemnification

7.19 Delegation of Professional Design Services

Article 8 – Other Work at the Site

8.01 Other Work

8.02 Coordination

8.03 Legal Relationships

Article 9 – Owner’s Responsibilities

9.01 Communications to Contractor

9.02 Replacement of Engineer
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.03</td>
<td>Furnish Data</td>
<td>35</td>
</tr>
<tr>
<td>9.04</td>
<td>Pay When Due</td>
<td>35</td>
</tr>
<tr>
<td>9.05</td>
<td>Lands and Easements; Reports, Tests, and Drawings</td>
<td>35</td>
</tr>
<tr>
<td>9.06</td>
<td>Insurance</td>
<td>35</td>
</tr>
<tr>
<td>9.07</td>
<td>Change Orders</td>
<td>35</td>
</tr>
<tr>
<td>9.08</td>
<td>Inspections, Tests, and Approvals</td>
<td>35</td>
</tr>
<tr>
<td>9.09</td>
<td>Limitations on Owner's Responsibilities</td>
<td>35</td>
</tr>
<tr>
<td>9.10</td>
<td>Undisclosed Hazardous Environmental Condition</td>
<td>36</td>
</tr>
<tr>
<td>9.11</td>
<td>Evidence of Financial Arrangements</td>
<td>36</td>
</tr>
<tr>
<td>9.12</td>
<td>Safety Programs</td>
<td>36</td>
</tr>
<tr>
<td>10.01</td>
<td>Owner's Representative</td>
<td>36</td>
</tr>
<tr>
<td>10.02</td>
<td>Visits to Site</td>
<td>36</td>
</tr>
<tr>
<td>10.03</td>
<td>Project Representative</td>
<td>36</td>
</tr>
<tr>
<td>10.04</td>
<td>Rejecting Defective Work</td>
<td>36</td>
</tr>
<tr>
<td>10.05</td>
<td>Shop Drawings, Change Orders and Payments</td>
<td>37</td>
</tr>
<tr>
<td>10.06</td>
<td>Determinations for Unit Price Work</td>
<td>37</td>
</tr>
<tr>
<td>10.07</td>
<td>Decisions on Requirements of Contract Documents and Acceptability of Work</td>
<td>37</td>
</tr>
<tr>
<td>10.08</td>
<td>Limitations on Engineer's Authority and Responsibilities</td>
<td>37</td>
</tr>
<tr>
<td>10.09</td>
<td>Compliance with Safety Program</td>
<td>37</td>
</tr>
<tr>
<td>11.01</td>
<td>Amending and Supplementing Contract Documents</td>
<td>38</td>
</tr>
<tr>
<td>11.02</td>
<td>Owner-Authorized Changes in the Work</td>
<td>38</td>
</tr>
<tr>
<td>11.03</td>
<td>Unauthorized Changes in the Work</td>
<td>39</td>
</tr>
<tr>
<td>11.04</td>
<td>Change of Contract Price</td>
<td>39</td>
</tr>
<tr>
<td>11.05</td>
<td>Change of Contract Times</td>
<td>40</td>
</tr>
<tr>
<td>11.06</td>
<td>Change Proposals</td>
<td>40</td>
</tr>
<tr>
<td>11.07</td>
<td>Execution of Change Orders</td>
<td>40</td>
</tr>
<tr>
<td>11.08</td>
<td>Notification to Surety</td>
<td>41</td>
</tr>
<tr>
<td>12.01</td>
<td>Claims</td>
<td>41</td>
</tr>
<tr>
<td>13.01</td>
<td>Cost of the Work</td>
<td>42</td>
</tr>
<tr>
<td>13.02</td>
<td>Allowances</td>
<td>44</td>
</tr>
<tr>
<td>13.03</td>
<td>Unit Price Work</td>
<td>45</td>
</tr>
</tbody>
</table>
Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work .................................. 45
  14.01 Access to Work ...................................................................................................................... 45
  14.02 Tests, Inspections, and Approvals ......................................................................................... 45
  14.03 Defective Work ..................................................................................................................... 46
  14.04 Acceptance of Defective Work .............................................................................................. 46
  14.05 Uncovering Work.................................................................................................................... 47
  14.06 Owner May Stop the Work ...................................................................................................... 47
  14.07 Owner May Correct Defective Work ....................................................................................... 47

Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period ....................... 48
  15.01 Progress Payments ................................................................................................................. 48
  15.02 Contractor’s Warranty of Title ................................................................................................. 51
  15.03 Substantial Completion .......................................................................................................... 51
  15.04 Partial Use or Occupancy ....................................................................................................... 51
  15.05 Final Inspection ....................................................................................................................... 52
  15.06 Final Payment ......................................................................................................................... 52
  15.07 Waiver of Claims ..................................................................................................................... 53
  15.08 Correction Period .................................................................................................................... 53

Article 16 – Suspension of Work and Termination ................................................................. 54
  16.01 Owner May Suspend Work .................................................................................................... 54
  16.02 Owner May Terminate for Cause .......................................................................................... 54
  16.03 Owner May Terminate For Convenience ............................................................................. 55
  16.04 Contractor May Stop Work or Terminate ........................................................................... 55

Article 17 – Final Resolution of Disputes ............................................................................. 56
  17.01 Methods and Procedures ...................................................................................................... 56

Article 18 – Miscellaneous ........................................................................................................ 56
  18.01 Giving Notice ........................................................................................................................ 56
  18.02 Computation of Times .......................................................................................................... 56
  18.03 Cumulative Remedies .......................................................................................................... 56
  18.04 Limitation of Damages .......................................................................................................... 57
  18.05 No Waiver .............................................................................................................................. 57
  18.06 Survival of Obligations ......................................................................................................... 57
  18.07 Controlling Law ..................................................................................................................... 57
  18.08 Headings ............................................................................................................................... 57
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term’s singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

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

5. Bidder—An individual or entity that submits a Bid to Owner.

6. Bidding Documents—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. Change Order—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. Claim—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer’s decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer’s decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c)
12. **Contract**—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. **Contract Documents**—Those items so designated in the Agreement, and which together comprise the Contract.

14. **Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. **Contract Times**—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. **Contractor**—The individual or entity with which Owner has contracted for performance of the Work.

17. **Cost of the Work**—See Paragraph 13.01 for definition.

18. **Drawings**—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. **Effective Date of the Contract**—The date, indicated in the Agreement, on which the Contract becomes effective.

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

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

22. **Hazardous Environmental Condition**—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

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

24. **Liens**—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. **Milestone**—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. **Notice of Award**—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.

27. **Notice to Proceed**—A written notice 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.

28. **Owner**—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. **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.

30. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. **Project Manual**—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.

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

34. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.

35. **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.

36. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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

38. **Specifications**—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. **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.

40. **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.

41. **Successful Bidder**—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. **Supplementary Conditions**—The part of the Contract that amends or supplements these General Conditions.
43. **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 a Subcontractor.

44. **Technical Data**—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. **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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

47. **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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. **Work Change Directive**—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 **Terminology**

A. The words and terms discussed in the following paragraphs 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 Article 10 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 15.03 or 15.04).

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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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. **Bonds:** 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 Contractor’s Insurance:** When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. **Evidence of Owner’s Insurance:** After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 **Copies of Documents**

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), 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;

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.

2.04 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 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, 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 and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 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 2.03.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 the component parts of the Work.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings,
information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, 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.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, 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, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, 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 part of the Contract Documents prepared by or for Engineer. 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 part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not
proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. **Contractor's Review of Contract Documents:** If, before or 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) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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 part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
   
   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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 **Requirements of the Contract Documents**

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 **Reuse of Documents**

A. Contractor and its Subcontractors and Suppliers 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 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; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such 
Contract Documents for any purpose without Owner’s express written consent, or violate any 
copyrights pertaining to such Contract Documents.

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.

ARTICLE 4 — COMMENCEMENT AND PROGRESS OF THE WORK

4.01 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 
Contract 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 Contract. In no event 
will the Contract Times commence to run later than the sixty-first day after the day of Bid opening or 
the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 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 such date.

4.03 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.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) 
proposed adjustments in the Progress Schedule that will not result in changing the Contract 
Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be 
submitted in accordance with the requirements of Article 11.

B. 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, or during any appeal process, except as permitted by Paragraph 16.04, or 
as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor’s Progress

A. If Owner, Engineer, 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 Times and Contract Price. 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.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor’s sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. abnormal weather conditions;
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 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.

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 permanent improvements are to be made 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.
5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor’s operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, 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 any such claim, and against all 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 directly or indirectly, in whole or in part by, or based upon, Contractor’s performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent 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 and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

5.03 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 adjacent to the Site;

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

3. Technical Data contained in such reports and drawings.
B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on 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.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer’s Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner’s obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor’s resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer’s findings, conclusions, and recommendations.

C. *Owner’s Statement to Contractor Regarding Site Condition:* After receipt of Engineer’s written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer’s written findings, conclusions, and recommendations, in whole or in part.
D. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
   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 Paragraph 13.03; and,
   c. 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.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
   a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise; or
   b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such commitment; or
   c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor’s entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner’s issuance of the Owner’s written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

A. Contractor’s Responsibilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent 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 do not warrant or guarantee 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 information and data regarding existing Underground Facilities at the Site;
      b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
      c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then 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 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. Engineer's Review: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. Owner's Statement to Contractor Regarding Underground Facility: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
   a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
   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 Paragraph 13.03;
   c. 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; and
   d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on 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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
G. 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, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. 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 (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall oblige Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. 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 failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall oblige Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, 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. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond 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 the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then 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 bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

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

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, 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.
G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner’s termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party’s interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor’s interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor’s Insurance

A. Workers’ Compensation: Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance for:

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

2. United States Longshoreman and Harbor Workers’ Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor’s employees (by stop-gap endorsement in monopolist worker’s compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

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

2. claims for damages insured by reasonably available personal injury liability coverage.

3. 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.

C. Commercial General Liability—Form and Content: Contractor’s commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
   a. Such insurance shall be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.
5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. **Automobile liability:** Contractor shall purchase and maintain automobile liability insurance against 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. The automobile liability policy shall be written on an occurrence basis.

E. **Umbrella or excess liability:** Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. **Contractor's pollution liability insurance:** Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. **Additional insureds:** The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; 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 (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. **Contractor's professional liability insurance:** If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. **General provisions:** The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective
Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that 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.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 Owner's Liability Insurance

A. in addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

A. Builder's Risk: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable 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 Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

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; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; 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. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.

8. allow for the waiver of the insurer’s subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. Deductibles: The purchaser of any required builder’s risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder’s risk policy, or through Contractor) will provide notice of such occupancy or use to the builder’s risk insurer. The builder’s risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder’s risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.

E. Additional Insurance: If Contractor elects to obtain other special insurance to be included in or supplement the builder’s risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor’s expense.

F. Insurance of Other Property: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 Waiver of Rights

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder’s risk policy, 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 insureds thereunder, or against Engineer or its
consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the 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 Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, 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 or Contractor as trustee or fiduciary, 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 occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.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, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, 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 builder’s risk insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder’s risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder’s risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.
ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01  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.

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.

7.02  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, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.03  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, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work 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.

7.04  “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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an “or equal” item. For the purposes of
this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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;

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

4) it is not objectionable to Owner.

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.

B. Contractor's Expense: Contractor shall provide all data in support of any proposed “or equal” item at Contractor's expense.

C. Engineer’s Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. Effect of Engineer's Determination: Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. Treatment as a Substitution Request: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. 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:
a. shall certify that the proposed substitute item will:

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

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) 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

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

c. will identify:

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

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. Engineer’s Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer’s determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

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

D. Reimbursement of Engineer’s Cost: Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor. 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.

E. Contractor’s Expense: Contractor shall provide all data in support of any proposed substitute at Contractor’s expense.

F. Effect of Engineer’s Determination: if Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer’s denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.
Concerning Subcontractors, Suppliers, and Others

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor’s Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner’s requirement of replacement.

G. 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 the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. 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.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. 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.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

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N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. 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 money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 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.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor’s Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.09 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.
7.10 **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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and 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 such Work or other action. It shall not be Contractor’s responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor’s obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor’s Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 **Record Documents**

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

7.12 **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, other work in progress, 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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may...
affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

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 7.12.A.2 or 7.12.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 at its expense (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 protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 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.

7.14 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.

7.15 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.

7.16 Shop Drawings, Samples, and Other Submittals

A. Shop Drawing and Sample Submittal Requirements:

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

a. reviewed and coordinated the 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 and equipment 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 of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. **Submittal Procedures for Shop Drawings and Samples:** Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. **Shop Drawings:**
   a. Contractor shall submit the number of copies required in the Specifications.
   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 7.16.D.

2. **Samples:**
   a. Contractor shall submit the number of Samples required in the Specifications.
   b. Contractor shall 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 7.16.D.

3. 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. **Other Submittals:** Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

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 or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample 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 7.16.A.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 will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

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.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawing, Sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 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 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;
6. the issuance of a notice of acceptability by Engineer;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, 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 7.18.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 7.18.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.
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 Laws and Regulations.

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, 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, 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 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner’s employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner’s employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.

D. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 8, 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.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner’s employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

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

8.03 Legal Relationships

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner’s employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor’s rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. 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.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner’s contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner’s employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor’s failure to take reasonable and customary measures with respect to Owner’s other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor’s failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor’s actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution
proceeding or at law, and (2) 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 any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

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

9.02 Replacement of Engineer
   A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.

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

9.04 Pay When Due
   A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings
   A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
   B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
   C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance
   A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders
   A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals
   A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 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.
9.10 Undisclosed Hazardous Environmental Condition

A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 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 (including obligations under proposed changes in the Work).

9.12 Safety Programs

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.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 — ENGINEER’S STATUS DURING CONSTRUCTION

10.01 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.

10.02 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 10.08. 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.

10.03 Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. 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.

10.04 Rejecting Defective Work

A. Engineer has the authority to reject Work in accordance with Article 14.
10.05 Shop Drawings, Change Orders and Payments

A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. 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, are set forth in Paragraph 7.19.

C. Engineer’s authority as to Change Orders is set forth in Article 11.

D. Engineer’s authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 Limitations on Engineer’s Authority and Responsibilities

A. Neither Engineer’s authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, 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 15.06.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 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

A. While at the Site, Engineer’s employees and representatives will comply with the specific applicable requirements of Owner’s and Contractor’s safety programs (if any) of which Engineer has been informed.
ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. Change Orders:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive’s effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. Field Orders: Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner- 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. Such changes shall be supported by Engineer’s recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor’s safety obligations under the Contract Documents or Laws and Regulations.
11.03 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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor’s fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. Contractor’s Fee: When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor’s fee shall be 15 percent;
   b. for costs incurred under Paragraph 13.01.B.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 11.01.C.2.a and 11.01.C.2.b is that the Contractor’s fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
   d. no fee shall be payable on the basis of costs Itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C.
   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 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. Engineer's Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. Binding Decision: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

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

1. 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;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner’s acceptance of defective Work under Paragraph 14.04 or Owner’s correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer’s recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 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.

ARTICLE 12 – CLAIMS

12.01 Claims

A. Claims Process: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer’s decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor’s knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim
submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator’s fees and costs.

E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at Issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work 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 13.01.C, 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, and 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 13.01.

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 6.05), 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 communication 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 that Contractor is required by the Contract Documents to purchase and maintain.
C. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor’s officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor’s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here 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 Paragraph 13.01.B.

D. Contractor’s Fee: When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.

E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

13.02 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: Contractor agrees that:

1. 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

2. 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: 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.
13.03 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. Payments to Contractor for Unit Price Work will be based on actual quantities.

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. 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 the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;

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

3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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.

14.02 Tests, Inspections, and Approvals

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

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

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, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner’s and Engineer’s acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. 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. Such uncovering shall be at Contractor’s expense unless Contractor had given Engineer timely notice of Contractor’s intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. Contractor’s Obligation: It is Contractor’s obligation to assure that the Work is not defective.

B. Engineer’s Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner’s special warranty and guarantee, if any, on said Work.

F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer’s
confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages 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. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer’s observation, and then replace the covering, all at Contractor’s expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor’s full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. 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 Time, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 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, then 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.

14.07 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, 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, then 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 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

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

15.01 Progress Payments

A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 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 during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. 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, a warehouse bond, 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.

C. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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 13.03, 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; 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 money 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 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

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

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
   a. claims have been made against Owner on account of Contractor’s conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor’s conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
   c. Contractor has failed to provide and maintain required bonds or insurance;
   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
   f. the Work is defective, requiring correction or replacement;
   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
   h. the Contract Price has been reduced by Change Orders;
   i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
   j. liquidated damages have accrued as a result of Contractor’s failure to achieve Milestones, Substantial Completion, or final completion of the Work;
   k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
   l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
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 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor’s Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

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

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner’s use or occupancy of the Work following Substantial Completion, review the builder’s risk insurance policy with respect to the end of the builder’s risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner’s use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. 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 punch list.

15.04 Partial Use or Occupancy

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. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be 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 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.05 regarding builder's risk or other property insurance.

15.05 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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 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, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

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

   a. all documentation called for in the Contract Documents;
   
   b. consent of the surety, if any, to final payment;
   
   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
   
   d. a list of all disputes that Contractor believes are unsettled; and
   
   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that:
   (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and
   (b) 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, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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 have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer’s recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer’s opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer’s written recommendation of final payment.

D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor’s failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor’s continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 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 Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

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, 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 are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor’s repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.
C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds 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.

F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 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; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

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

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) 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 16.03.
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 are not intended to preclude Contractor from submitting a Change Proposal 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 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:

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

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

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 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, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

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

18.02 Computation of Times

A. When any period of time is referred to in the Contract 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.

18.03 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. 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.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

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

18.07 Controlling Law

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

18.08 Headings

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

These Supplementary Conditions shall modify and supplement the General Conditions (EJCDC C700, 2013 Edition), and shall govern wherever they conflict in their meaning.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and are attached.

E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Bidding Documents at Greenville Planning & Zoning Department, Municipal Building, 100 Public Square, Greenville, OH 45331 during regular business hours.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor’s Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

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<th>State:</th>
<th>Statutory</th>
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<td>Federal, if applicable (e.g., Longshoreman’s):</td>
<td>Statutory</td>
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Employer’s Liability:

| Bodily injury, each accident | $ 1,000,000.00 |
| Bodily injury by disease, each employee | $ 2,000,000.00 |
| Bodily injury/disease aggregate | $ 1,000,000.00 |

For work performed in monopolistic states, stop-gap $ 1,000,000.00
liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:

Foreign voluntary worker compensation

Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate $ 2,000,000.00

Products - Completed Operations Aggregate $ 2,000,000.00

Personal and Advertising Injury $ 1,000,000.00

Each Occurrence (Bodily Injury and Property Damage) $ 1,000,000.00

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Combined Single Limit of $ 1,000,000.00

4. Excess or Umbrella Liability:

Per Occurrence $ 2,000,000.00

General Aggregate $ 2,000,000.00

5. Additional Insureds: Owner and Engineer

SC-6.05 Property Insurance

SC-6.05.A. Delete Paragraph 6.05.A of the General Conditions and substitute the following in its place:

Contractor shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the Contractor's Installation Floater will include:

1. any loss to property while in transit,
2. any loss at the Site, and
3. any loss while in storage, both on-site and off-site.

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all
Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

**SC-7.09 Taxes**

**SC 7.09** Add a new paragraph immediately after Paragraph 7.09.A:

**B.** Owner is exempt from payment of sales and compensating use taxes of the City of Greenville, Ohio and of cities and counties thereof on all materials to be incorporated into the Work.

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 does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

**ARTICLE 9 – OWNER’S RESPONSIBILITIES**

**SC-9.13 Owner’s Site Representative**

**SC-9.13** Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

SC-9.13 Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be an employee of the City of Greenville. The authority and responsibilities of Owner’s Site Representative follow: Observe work and verify work and plans match. Per Article 10.

**ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

**SC-10.03 Project Representative**

**SC-10.03** Add the following new paragraphs immediately after Paragraph 10.03.A:

**B.** On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

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

**SC-15.03 Substantial Completion**

**SC 15.03.B** Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.
ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02  Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

A.  All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of the Construction Industry Mediation Rules of the American Arbitration Association, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B.  The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

C.  No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer’s consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1.  the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2.  such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

D.  The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

E.  The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

F.  The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.
PREVAILING WAGE GUIDE

FOR

CONTRACTORS

(Revised January 2016)

OHIO DEPARTMENT OF COMMERCE
Division of Industrial Compliance and Labor
Bureau of Wage and Hour Administration
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Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov
TTY/TDD: 1-800-750-0750

The Ohio Department of Commerce is an Equal Opportunity Employer and Service Provider
## INVESTIGATORS and THEIR HEADQUARTER COUNTY

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<th>#</th>
<th>Name</th>
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<th>Headquarters County</th>
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<tbody>
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<td>Dave Horvath</td>
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*Headquarter County*

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<tr>
<th>#90</th>
<th>Jackie Clark, Supervisor</th>
<th>Address Details</th>
<th>Phone Number</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>6606 Tussing Rd, PO Box 4009</td>
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<td><a href="mailto:Jackie.Clark@com.state.oh.us">Jackie.Clark@com.state.oh.us</a></td>
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* Headquarters are marked with an asterisk (*) after each entry.
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

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

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or $27,309 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, 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.
PREVAILING WAGE NOTIFICATION to EMPLOYEE

4115.03...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.

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Job Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td></td>
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</table>

| Project Location: |

<table>
<thead>
<tr>
<th>Prevailing Wage Coordinator</th>
<th>Employee</th>
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<tbody>
<tr>
<td>Public Authority:</td>
<td>Name:</td>
</tr>
<tr>
<td>Name of PWC:</td>
<td>Street:</td>
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<td>Phone:</td>
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<td></td>
<td>Email:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Last 4 Digits of SS #:</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Classification:</th>
<th>Prevailing Wage Rate Total Package:</th>
<th>Minus your fringe benefits *:</th>
<th>Your hourly base rate and overtime:</th>
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<tbody>
<tr>
<td></td>
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Hourly fringe benefits paid on your behalf by this company (Yearly amount the company pays divided by 2080):

<table>
<thead>
<tr>
<th>Fringe</th>
<th>Amount</th>
<th>Fringe</th>
<th>Amount</th>
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<td>Holiday</td>
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<td>Pension</td>
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<td>Sick Pay</td>
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<td>Other (Specify)</td>
<td></td>
<td>Training</td>
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<tr>
<td>Other (Specify)</td>
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<td>Total Hourly Fringes *</td>
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</tr>
</tbody>
</table>

Contractor’s Signature:    Date:    
Employee’s Signature:      Date:
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 provided that 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
6006 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 actually 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 "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. Fringe: If fringe benefits are paid in the hourly base rate, indicate this by marking the Cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved Plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer’s share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.

8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.

9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.

10. Self explanatory.

11. Self explanatory.
# Certified Payroll Report

- **Report for:**
  - Company:
  - Address:
  - City, State, Zip:
  - Phone No.:
  - If Sub, GC/Prime Contractor Name:
  - Project Name & Location:
  - Payroll No.:
  - Contract No.:
  - Week Ending:
  - Sheet: of

<table>
<thead>
<tr>
<th>1. Employee Name, Address, &amp; SS# (Last 4 digits if permitted)</th>
<th>2. Work Class&lt;sup&gt;3&lt;/sup&gt;</th>
<th>3. Prevailing Wage Project Hours Worked - Day &amp; Date</th>
<th>4. Total Hours</th>
<th>5. Base Rate</th>
<th>6. Project Gross</th>
<th>7. Fringess: □ Cash □ Approved Plans □ Cash &amp; Approved Plans</th>
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<tbody>
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1. By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than 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: ________________

<sup>1</sup>Attach additional sheets as necessary.  <sup>2</sup>Type in continuous line, text will wrap.
**CORRECTED**

CERTIFIED PAYROLL REPORT

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Difference in fringes & corrected fringes if applicable.

The net paid will be the total of difference paid and the total hours being corrected. Provide Check # in margin.

Fill in

My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That 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. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The wilful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title____________________ Complete____________________ Signature__________________ Sign____________________

Send cover letter stating what happened, with a signed letter from the employee acknowledging that they were underpaid, received payment, check or transaction number.
I, ________________________________, ________________________________, do hereby certify

(Name of person signing affidavit) (Title)

that the wages paid to all employees of: ________________________________

(Company name)

for all hours worked on project: ________________________________

(Project name)

(Project location)

During the period from ____________________ to ____________________ are in compliance with

(Project Dates)

Prevailing Wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that

no rebates or deductions have been or will be made, directly or indirectly, from any wages paid

in connection with this project, other than those provided by law.

__________________________  __________________________

(Signature of Officer or Agent) (Print Name of Officer or Agent)

Sworn to and subscribed in my presence this ____________ day of ________________, 20___.

__________________________

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.
<table>
<thead>
<tr>
<th>County</th>
<th>Classification</th>
<th>Effective</th>
<th>Posted</th>
<th>Union</th>
</tr>
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<td>5/2/2018</td>
<td>5/2/2018</td>
<td>Painter Local 632 Zone 3B</td>
</tr>
<tr>
<td>DARKE</td>
<td>Painter</td>
<td>5/2/2018</td>
<td>5/2/2018</td>
<td>Painter Local 632 Zone 3B</td>
</tr>
<tr>
<td>DARKE</td>
<td>Painter</td>
<td>5/2/2018</td>
<td>5/2/2018</td>
<td>Painter Local 632 Zone 3B</td>
</tr>
<tr>
<td>DARKE</td>
<td>Painter</td>
<td>5/2/2018</td>
<td>5/2/2018</td>
<td>Painter Local 632 Zone 3B</td>
</tr>
<tr>
<td>DARKE</td>
<td>Painter</td>
<td>5/2/2018</td>
<td>5/2/2018</td>
<td>Painter Local 632 Zone 3B</td>
</tr>
<tr>
<td>DARKE</td>
<td>Sheet Metal Worker</td>
<td>3/6/2017</td>
<td>3/6/2017</td>
<td>Sheet Metal Local 24 Dayton</td>
</tr>
<tr>
<td>DARKE</td>
<td>Sprinkler/Fitter</td>
<td>11/2/2018</td>
<td>11/2/2018</td>
<td>Sprinkler/Fitter Local 500</td>
</tr>
<tr>
<td>DARKE</td>
<td>Truck Driver</td>
<td>7/5/2017</td>
<td>7/5/2017</td>
<td>Truck Driver Local 500 &amp; Humball Class 1 Locals 80.40.52.95 100.175.254.148.377.637.593.957</td>
</tr>
<tr>
<td>DARKE</td>
<td>Truck Driver</td>
<td>7/5/2017</td>
<td>7/5/2017</td>
<td>Truck Driver Local 500 &amp; Humball Class 2 Locals 80.40.52.95 100.175.254.148.377.637.593.957</td>
</tr>
</tbody>
</table>
# Prevailing Wage Rate

## Skilled Crafts

### Name of Union: Asbestos Local 207 OH

### Change #: LCN1-201980-Local207OH

#### Craft: Asbestos Worker

<table>
<thead>
<tr>
<th>Effective Date: 05/23/2019 Last Posted: 06/23/2019</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>fringe benefit payments</th>
<th>taxable wage base</th>
<th>overcharge rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>B &amp; W</td>
<td>hours</td>
<td>regular</td>
</tr>
<tr>
<td>Asbestos Worker</td>
<td>$31.19</td>
<td>$1.15</td>
</tr>
<tr>
<td>Total</td>
<td>$31.19</td>
<td>$1.15</td>
</tr>
</tbody>
</table>

#### Special Calculation Note:

3 Journeys to 1 Thrive

### Jurisdiction (* denotes special jurisdictional note:)

- Adams, Ashtabula, Athens, Auglaize, Brown, Butler, Carroll, Champaign, Clark, Clinton, Columbiana, Crawford, Cuyahoga, Delaware, Defiance, Fayette, Franklin, Franklin, Geauga, Guernsey, Hamilton, Hardin, Harrison, Highland, Hocking, Holmes, Huron, Knox, Lake, Lawrence, Logan, Licking, Madison, Mahoning, Marion, Medina, Miami, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Pike, Richland, Ross, Shelby, Stark, Union, Tuscarawas, Union, Vinton, Warren, Wayne

#### Special Jurisdictional Note: Butler County (townships of Fairfield, Hamilton, Shelby, Middletown, Oxford, Ripley, Ross, St. Clair, Union, Wayne) (Lemon & Madison) Warren County (townships of Deerfield, Hamilton, Harlan, Salina, Union & Washington) (Clear Creek, Franklin, Mostee, Turtle Creek & Waynes) Ashtabula County: (New villages & townships of Ashtabula, Auglaize, Carroll, Champaign, Clark, Clinton, Columbiana, Crawford, Cuyahoga, Delaware, Defiance, Fayette, Franklin, Franklin, Geauga, Guernsey, Hamilton, Hardin, Harrison, Highland, Hocking, Holmes, Huron, Knox, Lake, Lawrence, Logan, Licking, Madison, Mahoning, Marion, Medina, Miami, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Pike, Richland, Ross, Shelby, Stark, Union, Tuscarawas, Union, Vinton, Warren, Wayne)

## Prevailing Wage Rate

### Skilled Crafts

### Name of Union: Asbestos Local 59 Zone 2

### Change #: LCN61-201980-Local59Zone2

#### Craft: Asbestos Worker

<table>
<thead>
<tr>
<th>Effective Date: 01/03/2019 Last Posted: 01/03/2019</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>fringe benefit payments</th>
<th>taxable wage base</th>
<th>overcharge rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>B &amp; W</td>
<td>hours</td>
<td>regular</td>
</tr>
<tr>
<td>Asbestos Worker</td>
<td>$25.83</td>
<td>$1.00</td>
</tr>
<tr>
<td>Total</td>
<td>$25.83</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

#### Special Calculation Note:

4 Journeys to 1 Thrive: Apprentice may work on a job site without a Skeet Based

### Jurisdiction (* denotes special jurisdictional note:)

- Champaign, Clark, Darke, Greene, Miami, Montgomery, Preble

#### Special Jurisdictional Note: In Butler County the following townships are included: (Lemon Town, Madison Town) In Warren County the following towns are included: (Clear Creek Town, Franklin Town, Mostee Town, Turtle Creek Town, Waynes Town)

### Details:

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

- As Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.
## Prevailing Wage Rate
### Skilled Crafts

**Name of Union:** Bricklayer Local 22

### Wage Rate Schedule

<table>
<thead>
<tr>
<th>Classification</th>
<th>RHR</th>
<th>Fringe Benefit Payments</th>
<th>Invariable Cost</th>
<th>Total FVE</th>
<th>Overhead Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bricklayer</td>
<td>24.81</td>
<td>$43.20</td>
<td>$43.20</td>
<td>$86.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>24.64</td>
<td>$42.68</td>
<td>$42.68</td>
<td>$85.36</td>
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</tr>
</tbody>
</table>

### 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. Apprentices and Apprentices Improver, Health and Welfare after 60 days, Mason Trainees Health and Welfare after 60 days.

### Special Jurisdictional Note: (* denotes special jurisdictional note):

CHAMPION, CLARK, CLINTON, DADE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PRESTON, SHEFFIELD.

### Ratio:

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

**In order to utilize the Pre-Approval, you must have 1 registered apprentice in your employ.**
### Prevailing Wage Rate

#### Skilled Crafts

Name of Union: Bricklayer Local 22 Tile Finisher

#### Change #: LCN01-2016BLoc22

**Craft:** Bricklayer  
**Effective Data:** 08/01/2015  
**Last Posted:** 08/01/2016

#### Wage Schedule Payments

<table>
<thead>
<tr>
<th>Classification</th>
<th>H&amp;W</th>
<th>Pen</th>
<th>App</th>
<th>5%</th>
<th>Vac</th>
<th>Acc</th>
<th>Other</th>
<th>LEALT 2%</th>
<th>Misc</th>
<th>Total</th>
<th>Overall Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer</td>
<td>525.44</td>
<td>52.53</td>
<td>5.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>622.54</td>
<td>544.15</td>
</tr>
</tbody>
</table>
| Bricklayer Tile Maker,  
| Primer Painter | 524.44 | 52.53 | 5.00 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 622.44 | 544.15 |

#### Apprentices

<table>
<thead>
<tr>
<th>Level</th>
<th>Period</th>
<th>Accrual</th>
<th>Vac</th>
<th>Acc</th>
<th>Other</th>
<th>LEALT 2%</th>
<th>Misc</th>
<th>Total</th>
<th>Overall Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 6 months</td>
<td>60.00</td>
<td>512.64</td>
<td>52.53</td>
<td>5.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>2nd 6 months</td>
<td>59.98</td>
<td>512.64</td>
<td>52.53</td>
<td>5.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>3rd 6 months</td>
<td>59.98</td>
<td>512.64</td>
<td>52.53</td>
<td>5.00</td>
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<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>4th 6 months</td>
<td>59.98</td>
<td>512.64</td>
<td>52.53</td>
<td>5.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>5th 6 months</td>
<td>59.98</td>
<td>512.64</td>
<td>52.53</td>
<td>5.00</td>
<td>50.00</td>
<td>50.00</td>
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<tr>
<td>6th 6 months</td>
<td>59.98</td>
<td>512.64</td>
<td>52.53</td>
<td>5.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>7th 8 months</td>
<td>59.98</td>
<td>512.64</td>
<td>52.53</td>
<td>5.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>8th 8 months</td>
<td>59.98</td>
<td>512.64</td>
<td>52.53</td>
<td>5.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
</tbody>
</table>

#### Special Calculations

**Note:** Classification title contains 'Bricklayer' because contract originates within the Bricklayer Local.  
Note that the classification description is modified after the local union number at the top of the page.

**Medicaid Savings Account:** The Medicaid Savings Account can only be deducted providing employee shows proof of voluntary enrollment in the program. Minimum contribution of $5.00 per household with no maximum.

**Ratio:**

1 Apprentice 1 Apprentice  
5 Apprentice 1 Apprentice  
10 Apprentice 2 Apprentice  
15 Apprentice 3 Apprentice  
20 Apprentice 4 Apprentice  
25 Apprentice 5 Apprentice  
30 Apprentice 6 Apprentice  
35 Apprentice 7 Apprentice  
40 Apprentice 8 Apprentice  
45 Apprentice 9 Apprentice  
50 Apprentice 10 Apprentice  
55 Apprentice 11 Apprentice  
60 Apprentice 12 Apprentice  
65 Apprentice 13 Apprentice  
70 Apprentice 14 Apprentice  
75 Apprentice 15 Apprentice  
80 Apprentice 16 Apprentice  
85 Apprentice 17 Apprentice  
90 Apprentice 18 Apprentice  
95 Apprentice 19 Apprentice  
100 Apprentice 20 Apprentice

**Special Jurisdictional Note:** In Providence County the following townships are included: (Jackson, Monrow, Harris, Twin and Washington)
# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Bricklayer Local 22 Tile Mechanics

**Change #:** LCNO1-2016tl2c23

**Craft:** Bricklayer

**Effective Date:** 03/06/2015

**Posted:** 03/06/2015

<table>
<thead>
<tr>
<th>SR #</th>
<th>Base Rate</th>
<th>Premium Payment</th>
<th>App. St.</th>
<th>Ttl.</th>
<th>Vac.</th>
<th>20%</th>
<th>30%</th>
<th>40%</th>
<th>50%</th>
<th>60%</th>
<th>70%</th>
<th>80%</th>
<th>90%</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hourly</td>
<td>Percent</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Special Calculation Note:** Classification title contains "Bricklayer" because contract originates with the Bricklayer Local.

Note: All the classification descriptions are standardized after the local union number at the top of the page.

**Ratio:**

- 5 Journeyman to 3 Apprentice
- 10 Journeyman to 2 Apprenicate
- 15 Journeyman to 3 Apprentice
- 20 Journeyman to 4 Apprentice
- 25 Journeyman to 5 Apprentice

**Special Jurisdictional Note:** In Preble County the following townships are included: (Jackson, Jefferson, Monroe, Harrison, Tipp and Washington)

**Details:**

- ([T]ile layer work) laying, setting or setting of all tiles used for floors, walls, ceilings, walls, permanent or removable fixtures, facings, installers, or decorative inserts together with any marble finish, plaster, or other materials used in connection with any tile work the building, setting, framing, construction or setting of all fireplace work, whether in connection with a marbel finish or wall, or the setting and preparing of all materials used as cement, plaster, or other materials necessary for the proper, neat, construction and completion of all work

- (Marble mosaic work) consists of laying, setting or setting of all tiles, slate, aluminum, marble, aggregate, granite, marble, terrazzo, or similar opaque glass, agaia, slate, whatever, no matter or dimension.
# Prevailing Wage Rate
## Skilled Crafts

**Name of Union:** Carpenter Floorlayer SW District G

**Craft:** Carpenter Effective Date: 10/10/2018  Last Posted: 10/10/2018

<table>
<thead>
<tr>
<th>Classification</th>
<th>BRH</th>
<th>Fridge Benefit Payments</th>
<th>Irrecoverable Pail</th>
<th>Total PWR</th>
<th>Overrate Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
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<tr>
<td>Carpenter Floorlayer</td>
<td></td>
<td>523.15</td>
<td>510.30</td>
<td>49.25</td>
<td>48.40</td>
</tr>
<tr>
<td>Appendage/Supervisor</td>
<td></td>
<td>513.15</td>
<td>490.30</td>
<td>49.25</td>
<td>48.40</td>
</tr>
<tr>
<td>1st 4 weeks</td>
<td></td>
<td>50.60</td>
<td>48.90</td>
<td>49.25</td>
<td>48.40</td>
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<tr>
<td>2nd 4 weeks</td>
<td></td>
<td>51.00</td>
<td>50.30</td>
<td>50.75</td>
<td>50.00</td>
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<tr>
<td>3rd 4 weeks</td>
<td></td>
<td>51.40</td>
<td>50.70</td>
<td>51.15</td>
<td>50.40</td>
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<tr>
<td>4th 4 weeks</td>
<td></td>
<td>51.80</td>
<td>51.10</td>
<td>51.55</td>
<td>50.75</td>
</tr>
<tr>
<td>5th-6 weeks</td>
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<td>52.20</td>
<td>51.50</td>
<td>51.95</td>
<td>51.20</td>
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<td>7th-8 weeks</td>
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<td>52.60</td>
<td>51.90</td>
<td>52.35</td>
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<tr>
<td>9th-10 weeks</td>
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<td>52.75</td>
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<tr>
<td>11th-12 weeks</td>
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<td>53.40</td>
<td>52.70</td>
<td>53.15</td>
<td>52.40</td>
</tr>
<tr>
<td>Special Calculation Note: Other for $0.12 is for L&amp;I National Fund.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Jurisdiction:** (\* denotes special jurisdictional note):

- BROWN, BUTLER, CHAMPAGNE, CLARK, CLERMONT, CLINTON, DALE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY, WARREN

**Special Jurisdictional Note:**

- Details:
  - Scope of work shall include, but not be limited to:
    - Receiving, unloading, handling, and installation of all ceiling materials, carpet padding or similar materials, and all other materials whether for use on walls, floors, counters, sinks, and countertops, and all associated work necessary in connection therewith, including sawing, cutting, and installation, adventurous, or handling of any or all of the above.
  - Ceiling shall include any floor covering composed of either natural or synthetic fibers that are made in boards to be strapped, fastened, or directly glued to floors or other subflooring or subflooring materials.
  - Special provisions shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, marble, plastic, rubber life, weather, and glazed.

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# Prevailing Wage Rate
## Skilled Crafts

**Name of Union:** Carpenter Milwright Local 1060 SW Zona II

**Craft:** Carpenter Effective Date: 10/17/2018  Last Posted: 10/17/2018

<table>
<thead>
<tr>
<th>Classification</th>
<th>BRH</th>
<th>Fridge Benefit Payments</th>
<th>Irrecoverable Pail</th>
<th>Total PWR</th>
<th>Overrate Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Carpenter Milwright</td>
<td></td>
<td>529.55</td>
<td>516.60</td>
<td>50.90</td>
<td>43.80</td>
</tr>
<tr>
<td>Appendage/Supervisor</td>
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<td>516.60</td>
<td>50.90</td>
<td>50.90</td>
<td>43.80</td>
</tr>
<tr>
<td>1st 4 weeks</td>
<td></td>
<td>50.90</td>
<td>50.80</td>
<td>50.90</td>
<td>43.80</td>
</tr>
<tr>
<td>2nd 4 weeks</td>
<td></td>
<td>51.30</td>
<td>51.20</td>
<td>51.30</td>
<td>43.70</td>
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<tr>
<td>9th-10 weeks</td>
<td></td>
<td>53.30</td>
<td>53.20</td>
<td>53.30</td>
<td>43.20</td>
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<tr>
<td>11th-12 weeks</td>
<td></td>
<td>53.70</td>
<td>53.60</td>
<td>53.70</td>
<td>43.10</td>
</tr>
<tr>
<td>Special Calculation Note: Other for $0.12 is for L&amp;I National Fund, $0.10 for Drug Safety Program and $0.05 for Netboard Milwright Fund.</td>
<td></td>
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</tr>
</tbody>
</table>

**Jurisdiction:** (\* denotes special jurisdictional note):

- CHAMPAIGN, CLARK, DAREL, GREENE, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY

**Special Jurisdictional Note:**

- Details:
### Prevailing Wage Rate
#### Skilled Crafts

**Name of Union:** Carpenter NE District Industrial Dock & Door

**Change #:** LCN01-2014bCarpNEDistrictwide

<table>
<thead>
<tr>
<th>Classification</th>
<th>B &amp; W</th>
<th>Gray</th>
<th>App.1</th>
<th>Voc.</th>
<th>Color</th>
<th>Other</th>
<th>LOCATE</th>
<th>MDRC</th>
<th>Total PWR</th>
<th>Overrule Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$15.70</td>
<td>$20.00</td>
<td>$1.00</td>
<td>$0.11</td>
<td>$0.00</td>
<td>$13.33</td>
<td>$33.27</td>
<td>$40.00</td>
<td>$40.00</td>
<td>$15.75</td>
</tr>
<tr>
<td>1st Year</td>
<td>$21.17</td>
<td>$26.00</td>
<td>$1.00</td>
<td>$0.11</td>
<td>$0.00</td>
<td>$13.33</td>
<td>$33.27</td>
<td>$40.00</td>
<td>$40.00</td>
<td>$21.17</td>
</tr>
<tr>
<td>2nd Year</td>
<td>$26.64</td>
<td>$32.00</td>
<td>$1.00</td>
<td>$0.11</td>
<td>$0.00</td>
<td>$13.33</td>
<td>$33.27</td>
<td>$40.00</td>
<td>$40.00</td>
<td>$26.64</td>
</tr>
</tbody>
</table>

**Special Jurisdiction Note:** No special calculations for this skilled craft wage rate are required at this time.

**Ratio:** 1 Journeyman to 2 Trainee

**Details:** Industrial Dock and Door is the installation of overhead doors, roll up doors and dock leveling equipment.

---

### Prevailing Wage Rate
#### Skilled Crafts

**Name of Union:** Carpenter & Pile Driver

**SW Zone 1**

**Change #:** LCN01-2015bCarpPileDriver

<table>
<thead>
<tr>
<th>Classification</th>
<th>B &amp; W</th>
<th>Gray</th>
<th>App.1</th>
<th>Voc.</th>
<th>Color</th>
<th>Other</th>
<th>LOCATE</th>
<th>MDRC</th>
<th>Total PWR</th>
<th>Overrule Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$24.47</td>
<td>$27.63</td>
<td>$6.90</td>
<td>$8.43</td>
<td>$4.00</td>
<td>$1.13</td>
<td>$9.33</td>
<td>$20.90</td>
<td>$20.90</td>
<td>$24.47</td>
</tr>
<tr>
<td>Pipe Driver</td>
<td>$23.84</td>
<td>$27.63</td>
<td>$6.90</td>
<td>$8.43</td>
<td>$4.00</td>
<td>$1.13</td>
<td>$9.33</td>
<td>$20.90</td>
<td>$20.90</td>
<td>$23.84</td>
</tr>
</tbody>
</table>

**Special Jurisdiction Note:** Carpenter & Pile Driver is the installation of overhead doors, roll up doors and dock leveling equipment.

**Ratio:** 1 Journeyman to 1 Apprentice

**Details:** Carpenter duties shall include but not limited to: Pile driving, milling, bolting, driving, cleaning, erecting, lowering, erecting, driving, or dismantling of all manner of wood, plastic, metal, fiber, wood, and composition, and all other attendant auxiliary pile driving, erecting, cleaning, erecting, lowering, dismantling, and erecting of all equipment for the purpose of supporting a future load that may be permanent or temporary. Driving, cleaning, driving, erecting, lowering, and dismantling all piles and all pile driving, including pile cutting, pile driving, piling, and all pile driving, erecting, lowering, and dismantling, of all equipment for the purpose of supporting a future load that may be permanent or temporary. Driving, cleaning, erecting, lowering, and dismantling all piles and all pile driving, including pile cutting, pile driving, piling, and all pile driving, erecting, lowering, and dismantling, of all equipment for the purpose of supporting a future load that may be permanent or temporary. Driving, cleaning, erecting, lowering, and dismantling all piles and all pile driving, including pile cutting, pile driving, piling, and all pile driving, erecting, lowering, and dismantling, of all equipment for the purpose of supporting a future load that may be permanent or temporary. Driving, cleaning, erecting, lowering, and dismantling all piles and all pile driving, including pile cutting, pile driving, piling, and all pile driving, erecting, lowering, and dismantling, of all equipment for the purpose of supporting a future load that may be permanent or temporary. Driving, cleaning, erecting, lowering, and dismantling all piles and all pile driving, including pile cutting, pile driving, piling, and all pile driving, erecting, lowering, and dismantling, of all equipment for the purpose of supporting a future load that may be permanent or temporary. Driving, cleaning, erecting, lowering, and dismantling all piles and all pile driving, including pile cutting, pile driving, piling, and all pile driving, erecting, lowering, and dismantling, of all equipment for the purpose of supporting a future load that may be permanent or temporary.
### Prevailing Wage Rate
#### Skilled Crafts

Name of Union: Carpenter & Pile Driver SW District Hurleyway

Change #: LCN01-2018bEct135

**Carpenter Effective Date**: 06/13/2018
**Last Posted**: 05/13/2018

<table>
<thead>
<tr>
<th>B&amp;W</th>
<th>Fringe Benefit Payments</th>
<th>Total PAYE</th>
<th>Overhead Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>B&amp;W</td>
<td>Present</td>
<td>App.</td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>$29.41</td>
<td>$29.41</td>
<td>$29.41</td>
</tr>
</tbody>
</table>

**Agreements**
- **Per Cent**
  - **1st Month**: 60.00%
  - **2nd Month**: 66.67%
  - **3rd Month**: 75.00%
  - **4th Month**: 79.60%

**Special Calculation Note**: Other is Union Nurtured Fund.

**Ratio**
- 1 Journeyman to 1 Apprentice

**Jurisdiction** (* denotes special jurisdictional note):
- BROWN, BUTLER, CHAMPS, CLARK, CLERMONT, CLINTON, DARKO, GREEN, HAMILTON, LOGAN

As employer shall have the right to employ one (1) Apprentice MIAMI, MONTGOMERY, PREBLE, SHELBURNE, WARREN for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and 1 (1) Apprentice for two (2) Journeyman Carpenter or for additional Apprentices employed. Therefore, every third additional carpenter hired shall be an Apprentice, if available, and if practical for the type of work being performed.

**Special Jurisdictional Note**
- Details:
  - Highway Construction, Airport Construction, Heavy Construction but not limited to (tracts, subways, drainage projects, flood control, levees, etc.)
  - Railroad Construction, Sewer, Watersheds & Utility Construction but not limited to (main sewers, waterlines, geolines)
  - Golf Courses, Building Site, Power Plant, Assessment Park, Athletic Stadium Site, Sewer and Water Plants.
  - When the Contractor furnishes the necessary underwater gear for the Diver, the Diver shall be paid one and one half (1.5) times the journeyman rate for the time spent in the water.

---

### Prevailing Wage Rate
#### Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 Hurleyway A

Change #: LCN01-2018bHurleyway

**Bricklayer Effective Date**: 06/06/2018
**Last Posted**: 06/06/2018

<table>
<thead>
<tr>
<th>B&amp;W</th>
<th>Fringe Benefit Payments</th>
<th>Total PAYE</th>
<th>Overhead Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>B&amp;W</td>
<td>Present</td>
<td>App.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Cement Mason Bricklayer</td>
<td>$29.41</td>
<td>$29.41</td>
<td>$29.41</td>
</tr>
</tbody>
</table>

**Agreements**
- **Per Cent**
  - **1st Month**: 60.00%
  - **2nd Month**: 66.67%
  - **3rd Month**: 75.00%
  - **4th Month**: 79.60%

**Special Calculation Note**: NOT FOR BUILDING CONSTRUCTION.

**Ratio**
- 3 Journeyman to 1 Apprentice
  - 6 Journeyman to 2 Apprentice
  - 9 Journeyman to 3 Apprentice
  - 12 Journeyman to 4 Apprentice
  - 15 Journeyman to 5 Apprentice

**Jurisdiction** (* denotes special jurisdictional note):
- ADAMS, ALLEN, ASBELL, ASHTABULA, ATHERTON, AUSLANDER, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLEMAN, CONSTRUCTION, CRAWFORD, CUYAHOGA, DARKO, DISTANCE, DELAWARE, ENCLAY, FAIRFIELD, FAVRETS, FRAZIER, FULTON, GALLIA, GEAUXA, GREEN, GUILFORD, HAMILTON, HAWKES, BAILEY, HARDIN, HARRISON, HUNTSVILLE, HICKMAN, HOLMES, HUBON, JACKSON, JOHNSTON, KNOX, LAWRENCE, LEVINGTON, LOGAN, LUCAN, MAHONING, MAUW, MEYER, MINOR, MERCER, MIAM, MANTON, MONTGOMERY, MONROE, MOWRO, MUSKOGEE, NICHOLAS, OHIO, PAULING, PEDDE, PHELPS, PERRY, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROB, SANDUSKY, SCOTT, SENECA, SELBY, STARK, SUMMIT, THURSTON, TUSCARORA, UNION, WAYNE, WARNER, WAYNE, WASHINGTON, WINTON, WARREN, WASHINGTON, WAYNE

**Special Jurisdictional Note**
- Details:
  - (A) Highway Construction, Sewer, Watersheds and Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction or Railroad Construction Work.
  - (B) Power Plant, Tunnels, Assessment Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.
### Prevailing Wage Rate
#### Skilled Crafts

**Name of Union:** Cement Mason Bricklayer Local 97 Jacksonville

**Craft:** Bricklayer Effective Date: 06/05/2018 Last Posted: 06/06/2018

<table>
<thead>
<tr>
<th></th>
<th>HIR</th>
<th>Fringe Benefit Payroll</th>
<th>Vat</th>
<th>Annuity</th>
<th>Other</th>
<th>Total Payroll</th>
<th>L/E/C*</th>
<th>M/I/B*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st yr</td>
<td>15.00</td>
<td>214.65</td>
<td>19.00</td>
<td>36.45</td>
<td>5.00</td>
<td>295.10</td>
<td>3.90</td>
<td>4.00</td>
</tr>
<tr>
<td>2nd yr</td>
<td>15.20</td>
<td>225.10</td>
<td>19.00</td>
<td>36.45</td>
<td>5.00</td>
<td>295.10</td>
<td>3.90</td>
<td>4.00</td>
</tr>
<tr>
<td>3rd yr</td>
<td>15.40</td>
<td>235.55</td>
<td>19.00</td>
<td>36.45</td>
<td>5.00</td>
<td>295.10</td>
<td>3.90</td>
<td>4.00</td>
</tr>
</tbody>
</table>

**Special Calculation Note:** NOT FOR BUILDING CONSTRUCTION.

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Journeymen to 1 Apprentice</td>
<td>6 Journeymen to 2 Apprentices</td>
<td>9 Journeymen to 2 Apprentices</td>
<td>12 Journeymen to 4 Apprentices</td>
<td>15 Journeymen to 5 Apprentices</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Jurisdiction:** (denotes special jurisdictional note)


**Special Jurisdictional Note:**

- Details: (A) Highway Construction, Sover, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
- (B) Power Plants, Towers, Transmission Poles, Athletic Stadium Site Work; Pollution Control, Sewer Plant, Waste Plant, New Treatment Facilities, Construction.
## Prevailing Wage Rate
### Skilled Crafts

**Craft:** Cement Mason

**Effective Date:** 06/01/2018  
**Last Posted:** 04/15/2018

<table>
<thead>
<tr>
<th>Position</th>
<th>B&amp;W</th>
<th>Fringe Benefits</th>
<th>Prev.</th>
<th>Vac.</th>
<th>Annu.</th>
<th>Other</th>
<th>LEVY</th>
<th>HSEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
<td>148.1</td>
<td>57.00</td>
<td>55.10</td>
<td>58.67</td>
<td>55.93</td>
<td>52.22</td>
<td>45.60</td>
<td>00.00</td>
</tr>
<tr>
<td>Apprentices</td>
<td>10.00</td>
<td>51.60</td>
<td>57.00</td>
<td>55.10</td>
<td>58.67</td>
<td>55.93</td>
<td>52.22</td>
<td>45.60</td>
</tr>
</tbody>
</table>

**Special Calculation Notes:**
- No special calculations for the Skilled Craft wage rates are required at this time.

**Ratio:**
- 1 Yearman = 1 Apprentice
- 2 to 1 Skilled

**Jurisdiction:**

**Special Jurisdictional Notes:**
# Prevailing Wage Rate
## Skilled Crafts

Name of Union: Electrical Local 71 DOT Traffic Signal Highway Lighting American Line Builders

Change #: LCR01-2019-20bLoc71DOTCler

**Crafl:** Lineman *Effective Date: 03/21/2018 Last Post: 03/24/2018*

**Jurisdiction** *(denotes special jurisdictional note):*

<table>
<thead>
<tr>
<th>Classification</th>
<th>IRIR (W)</th>
<th>Pipe Band (P)</th>
<th>Irrecoverable Total</th>
<th>Total PFE</th>
<th>Overhead Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Lineman</td>
<td>$21.28</td>
<td>$6.30</td>
<td>$6.35</td>
<td>$6.17</td>
<td>$0.69</td>
</tr>
<tr>
<td>Traffic Signal &amp; Lighting</td>
<td>$21.95</td>
<td>$6.79</td>
<td>$6.75</td>
<td>$6.25</td>
<td>$0.67</td>
</tr>
<tr>
<td>Operator</td>
<td>$22.86</td>
<td>$6.55</td>
<td>$6.99</td>
<td>$6.15</td>
<td>$0.65</td>
</tr>
<tr>
<td>Groundmen Em 12' Erection/POD/COA</td>
<td>$19.00</td>
<td>$6.79</td>
<td>$6.88</td>
<td>$6.25</td>
<td>$0.93</td>
</tr>
<tr>
<td>Groundmen Feb 12' Months (8') COA</td>
<td>$21.82</td>
<td>$6.77</td>
<td>$6.92</td>
<td>$6.16</td>
<td>$0.93</td>
</tr>
<tr>
<td>Groundmen Greater than 5 years (8') COA</td>
<td>$22.62</td>
<td>$6.77</td>
<td>$6.92</td>
<td>$6.16</td>
<td>$0.93</td>
</tr>
<tr>
<td>Traffic Apprentice</td>
<td>$21.64</td>
<td>$6.75</td>
<td>$6.94</td>
<td>$6.16</td>
<td>$0.93</td>
</tr>
<tr>
<td>Jr. Apprentice</td>
<td>$23.25</td>
<td>$6.75</td>
<td>$6.94</td>
<td>$6.16</td>
<td>$0.93</td>
</tr>
<tr>
<td>Apprentice</td>
<td>$23.75</td>
<td>$6.75</td>
<td>$6.94</td>
<td>$6.16</td>
<td>$0.93</td>
</tr>
<tr>
<td>Jr. Lineman</td>
<td>$23.75</td>
<td>$6.75</td>
<td>$6.94</td>
<td>$6.16</td>
<td>$0.93</td>
</tr>
<tr>
<td>Lineman</td>
<td>$23.75</td>
<td>$6.75</td>
<td>$6.94</td>
<td>$6.16</td>
<td>$0.93</td>
</tr>
</tbody>
</table>

- **License Approvals:**
  - P6000-Roan: 65.00
  - P6004-Roan: 79.93
  - P6004-Streat: 89.00
  - P6008-Streat: 93.00
  - P6012-Streat: 99.00

Special Calculation Note: Other is for Labor and Education Fund

<table>
<thead>
<tr>
<th>Ratio</th>
<th>Jurisdiction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Journeymen to 1 Apprentice</td>
<td>AUGLAZE, CHAMPAIGN, CLARE, CLINTON, DAVEK</td>
</tr>
</tbody>
</table>
## Prevailing Wage Rate
### Skilled Crafts

Change #: LC0N1-201865Loc7

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

<table>
<thead>
<tr>
<th>Freeway/Route Numbers</th>
<th>Prevailing Wage</th>
<th>Hourly Rate</th>
<th>Fringe Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Special Jurisdiction Note:
- **Details:**
  - Hour - Art Welding will be paid $.10 above journeyman rate. Additional compensation of 10% over the journeyman’s hourly rate will be paid for performing work on structures outside of buildings such as water towers, radio and television towers, more than 75’ above the ground.

### Additional Information:
- **Special Calculation Note:** Other is Health Reimbursement Account
## Prevailing Wage Rate

### Skilled Crafts

**Name of Union:** Electrical Local 71 Outside Utility Power

**Change #:** LCN91-201808Loc7

### Effective Date

<table>
<thead>
<tr>
<th>Craft</th>
<th>Linemen Effective Date</th>
<th>8/328/2018</th>
<th>Last Posted: 8/328/2018</th>
</tr>
</thead>
</table>

### Prevailing Wage Rates

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>Pay Mode</th>
<th>Age To</th>
<th>Visa</th>
<th>Annualize</th>
<th>Other LOC</th>
<th>AOC</th>
</tr>
</thead>
<tbody>
<tr>
<td>$40.08</td>
<td>Manual</td>
<td>$37.90</td>
<td>$4.00</td>
<td>$11.50</td>
<td>$15.50</td>
<td>0.00</td>
</tr>
<tr>
<td>$36.60</td>
<td>Manual</td>
<td>$35.00</td>
<td>$4.00</td>
<td>$11.50</td>
<td>$16.00</td>
<td>0.00</td>
</tr>
<tr>
<td>$33.60</td>
<td>Manual</td>
<td>$31.50</td>
<td>$4.00</td>
<td>$11.50</td>
<td>$16.50</td>
<td>0.00</td>
</tr>
<tr>
<td>$30.00</td>
<td>Manual</td>
<td>$27.90</td>
<td>$4.00</td>
<td>$11.50</td>
<td>$17.00</td>
<td>0.00</td>
</tr>
<tr>
<td>$27.00</td>
<td>Manual</td>
<td>$24.50</td>
<td>$4.00</td>
<td>$11.50</td>
<td>$17.50</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### Scheduling

- **Operator A:**
  - Ship Draftsman
  - Operator C:
  - Lineman to 10 yrs.
  - Lineman to 20 yrs.
  - Lineman to 30 yrs.
  - Lineman to 40 yrs.
  - Lineman to 50 yrs.
  - Lineman to 60 yrs.

### Hourly Rate:

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>Pay Mode</th>
<th>Age To</th>
<th>Visa</th>
<th>Annualize</th>
<th>Other LOC</th>
<th>AOC</th>
</tr>
</thead>
<tbody>
<tr>
<td>$40.08</td>
<td>Manual</td>
<td>$37.90</td>
<td>$4.00</td>
<td>$11.50</td>
<td>$15.50</td>
<td>0.00</td>
</tr>
<tr>
<td>$36.60</td>
<td>Manual</td>
<td>$35.00</td>
<td>$4.00</td>
<td>$11.50</td>
<td>$16.00</td>
<td>0.00</td>
</tr>
<tr>
<td>$33.60</td>
<td>Manual</td>
<td>$31.50</td>
<td>$4.00</td>
<td>$11.50</td>
<td>$16.50</td>
<td>0.00</td>
</tr>
<tr>
<td>$30.00</td>
<td>Manual</td>
<td>$27.90</td>
<td>$4.00</td>
<td>$11.50</td>
<td>$17.00</td>
<td>0.00</td>
</tr>
<tr>
<td>$27.00</td>
<td>Manual</td>
<td>$24.50</td>
<td>$4.00</td>
<td>$11.50</td>
<td>$17.50</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### Special Jurisdictional Note

- **Operator A:**
  - Prorated 5% above Journeymen rate for the following categories:
    - Lineman to 10 yrs.
    - Lineman to 20 yrs.
    - Lineman to 30 yrs.
    - Lineman to 40 yrs.
    - Lineman to 50 yrs.
    - Lineman to 60 yrs.

### Details

- **Heli-** All wages will be paid 50% above Journeymen rate. Additional compensation of 10% over the Journeymen Lineman and Journeymen Technician for performing work on structures outside of buildings such as water towers, radio and television towers, more than 75' above the ground.
**Prevailing Wage Rate**

**Skilled Crafts**

Name of Union: Electrical Local 71 Voice Data Video Outside

Change #: 1CR01-2017bEc7TVDV

Craft: Voice Data Video Effective Date: 10/16/2017 Last Posted: 10/16/2017

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Hourly Benefit Pay</th>
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<tr>
<td>raw</td>
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<tr>
<td>app</td>
<td>$5.67</td>
<td>$5.70</td>
<td>$5.90</td>
<td>$6.00</td>
</tr>
<tr>
<td>tv</td>
<td>$5.87</td>
<td>$5.90</td>
<td>$6.10</td>
<td>$6.20</td>
</tr>
<tr>
<td>ovr</td>
<td>$6.27</td>
<td>$6.30</td>
<td>$6.50</td>
<td>$6.60</td>
</tr>
</tbody>
</table>

**Special Calculation Note:**

Ratio:

Jurisdiction (* denotes special jurisdictional note):
- Adams, Ashland, Ashtabula, Atwater, Bucyrus, Canal, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Galion, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, 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 prepare transmission characteristics. Cover conductors with insulating or metal sheathing, using metal sheath or mechanical equipment. This will include the splicing of fiber.
- Journeyman Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must have 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 all times. Must also have CDE license and have at least 3 years experience.
- Installation/Repair: Perform tasks of repairing, installing, and testing phones and CATV systems.
- Technician II: Have at least three years of telephone and CATV experience. Must have knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDE. Must have all tools needed to perform these tasks.
- Equipment Operator I: Able to operate a digger derrick or bucket truck. Have at least 5 years of experience and must have a valid CDL license.
- 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.
- Ground Crew: Must perform tasks such as: climbing poles, pulling downspouts, making up material, and handling apparatus tools for the job. Must have at least 5 years experience.
### Prevailing Wage Rate
#### Skilled Crafts

**Name of Union:** Electrical Local 82 Inside

<table>
<thead>
<tr>
<th>Classification</th>
<th>Base Rate (B &amp; W)</th>
<th>Percent</th>
<th>Appraiser</th>
<th>Percent</th>
<th>1st Period</th>
<th>2nd Period</th>
<th>3rd Period</th>
<th>4th Period</th>
<th>5th Period</th>
<th>6th Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
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<td>90.00</td>
<td>8.07</td>
<td>5.00</td>
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<td>0.00</td>
<td>0.00</td>
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<td>0.00</td>
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<tr>
<td>Apprentice</td>
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<td>90.00</td>
<td>8.07</td>
<td>5.00</td>
<td>0.00</td>
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</table>

**SPECIAL CALCULATION NOTE:** No special calculations for this skilled craft wage rate are required at this time.

**Details:**

#### Jurisdiction
- Apprentices: 1 to 3 journeymen = 1 apprentice
- 4 to 6 journeymen = 1 apprentice

#### Special Jurisdictional Note:
The following townships in Warren County are included: Cleves, Franklin, and Wayne.

### Prevailing Wage Rate
#### Skilled Crafts

**Name of Union:** Electrical Local 82 Inside Lt Commercial South West

<table>
<thead>
<tr>
<th>Classification</th>
<th>Base Rate (B &amp; W)</th>
<th>Percent</th>
<th>Appraiser</th>
<th>Percent</th>
<th>1st Period</th>
<th>2nd Period</th>
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<th>4th Period</th>
<th>5th Period</th>
<th>6th Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentices</td>
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<td>90.00</td>
<td>8.07</td>
<td>5.00</td>
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<tr>
<td>Apprentice</td>
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<td>90.00</td>
<td>8.07</td>
<td>5.00</td>
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**SPECIAL CALCULATION NOTE:** No special calculations for this skilled craft wage rate are required at this time.

**Details:**

#### Jurisdiction
- Apprentices: 1 to 3 journeymen = 1 apprentice
- 4 to 6 journeymen = 1 apprentice

#### Special Jurisdictional Note:
The following townships in Warren County are included: Cleves, Franklin, and Wayne.

#### Construction Electrician and Construction Wimmera Ratio
There shall be a minimum ratio of one electrician to every 5 employees of different classification per job site. An inside journeymen Wimmera is required on the project as the 5th (5th) worker or when apprentices are used.

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

Details:

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<tr>
<th>Craft: Electrical Effective Date:</th>
<th>12/01/2019</th>
<th>Last Posted:</th>
<th>11/14/2019</th>
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<tr>
<td>Ratio:</td>
<td>Jurisdiction (* denotes special jurisdictional note):</td>
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<td></td>
</tr>
<tr>
<td>Special Jurisdictional Note:</td>
<td>The following townships in Warren County are included: Cleaver, Franklin and Wayne</td>
<td></td>
<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th></th>
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<tr>
<th>Total</th>
<th>PWU</th>
<th>Overall</th>
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</thead>
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<td>PWU</td>
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Details:
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<th>Prevailing Rate</th>
<th>Prevailing Rate</th>
<th>Prevailing Rate</th>
<th>Prevailing Rate</th>
<th>Prevailing Rate</th>
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</thead>
<tbody>
<tr>
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<td>$6.80</td>
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Special Jurisdictional Note: The following townships in Warren County are included: (Cleves, Franklin and Wyoming)

Details:
Work covered but not limited to: installation which utilize transmission and/or the transmission of voice, sound, vision or digital for commercial, educational or entertainment purposes for the following:
- TV monitoring and surveillance, background-forground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multimedia, multiplex, voice mail systems, radio paging, school intercoms, sound and low voltage master clock systems.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit.

All HVAC control work is not covered by this wage rate but by the Inside Electrician wage rate.
### Prevailing Wage Rate
#### Skilled Crafts

**Name of Union:** Elevator Local 11

**Change #:** LCN01-2019hLoc11

<table>
<thead>
<tr>
<th>Craft: Elevator Effective Date: 01/08/2016 Last Posted: 01/08/2019</th>
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<tbody>
<tr>
<td><strong>SBR</strong></td>
</tr>
<tr>
<td>--------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Journeyman</strong></td>
</tr>
<tr>
<td><strong>Apprentice</strong></td>
</tr>
<tr>
<td><strong>1st Year</strong></td>
</tr>
<tr>
<td><strong>2nd Year</strong></td>
</tr>
<tr>
<td><strong>3rd Year</strong></td>
</tr>
<tr>
<td><strong>Helper</strong></td>
</tr>
<tr>
<td><strong>Apprentices</strong></td>
</tr>
</tbody>
</table>

**Special Calculation Note:** Other is Holiday Pay, Vacation calculated at 3%.  

**Jurisdiction:** (denotes special jurisdictional note)

- The total number of Helpers & Apprentices employed shall not be more than the number of Machines minus two, excepting on job where (1) two or more are working. If the Helper or Apprentice is employed for the last two weeks of work and an extra Helper or Apprentice for the most additional (1) week.

1 Journeyman to 1 Apprentice  
2 Journeyman to 3 Apprentices  
3 Journeyman to 5 Apprentices

**Special Jurisdictional Note:**

Details:

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### Prevailing Wage Rate
#### Skilled Crafts

**Name of Union:** Elevator Local 11

**Change #:** LCN01-2018hLoc387

<table>
<thead>
<tr>
<th>Craft: Glacier Effective Date: 02/28/2016 Last Posted: 02/28/2019</th>
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<tr>
<td></td>
</tr>
<tr>
<td><strong>Journeyman</strong></td>
</tr>
<tr>
<td><strong>Apprentice</strong></td>
</tr>
<tr>
<td><strong>2nd Year</strong></td>
</tr>
<tr>
<td><strong>3rd Year</strong></td>
</tr>
<tr>
<td><strong>Helper</strong></td>
</tr>
<tr>
<td><strong>Apprentices</strong></td>
</tr>
</tbody>
</table>

**Special Calculation Note:** No special calculations for this skilled craft wage rate are required at this time.

**Jurisdiction:** (denotes special jurisdictional note)

Each employer may employ and train Apprentices in the following ratio to Journeymen employed: 1 Apprentice per 1 Journeyman worker.

**Special Jurisdictional Note:** Fayetette County: Eastern portion of routes #41 being the dividing line between locals 372 and 387. Local 387 has jurisdiction of projects built on property which borders routes #41: East Shively County: Southern portion of routes #47 & 29.

Details:
### Prevailing Wage Rate

**Skilled Crafts**

**Name of Union:** Ironworker Local 200

**Change:** LCN15-2015-0552

#### Craft: Ironworker Effective Date: 06/30/2015 Last Posted: 06/30/2018

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<tr>
<th>Region</th>
<th>Base Wage</th>
<th>Framer Base Pay Period</th>
<th>Irregular Pay</th>
<th>Total FWE</th>
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<tbody>
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<td>NYL</td>
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<td>$8.00</td>
<td>$1.06</td>
<td>$11.16</td>
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<td>NYZ</td>
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<td>$1.06</td>
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<td>CTY</td>
<td>$10.25</td>
<td>$8.00</td>
<td>$1.06</td>
<td>$11.16</td>
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<td>SDY</td>
<td>$10.25</td>
<td>$8.00</td>
<td>$1.06</td>
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<tr>
<td>SCY</td>
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<td>DLY</td>
<td>$10.25</td>
<td>$8.00</td>
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<td>LNY</td>
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<td>$8.00</td>
<td>$1.06</td>
<td>$11.16</td>
<td>$15.00</td>
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</table>

**Special Jurisdiction:**

**Details:**
- Ornamental iron workers but not limited to: all work in connection with field fabrication, handling including loading/unloading, erecting, moving, disassembling, inspecting, welding, and rigging; dismantling of all materials used in connection with iron or steel, for standard railings, rolling doors, rolling gates, welding, sheathing, framing, windows, curtain wall erection, and welding of all metal, non-structural and ornamental components, but not necessarily limited to all types of ornamental and metal railings, fences, bocce, soccer, and tennis courts and non-fasade molds and composite materials.
- Ornamental iron workers but not limited to: All work in connection with the field fabrication and erection of chains link fence, which includes but not limited to the loading and of the fence fabric and posts also the installation of the above.
## Prevailing Wage Rate

### Skilled Crafts

**Name of Union:** Labor Local 1410 Building

**Change #:** LCN01-2018L1oc1410

### Craft: Laborer Effective Date: 06/01/2018 Last Posted: 06/25/2018

<table>
<thead>
<tr>
<th>Craft</th>
<th>Laborer Effective Date: 06/01/2018</th>
<th>Last Posted: 06/25/2018</th>
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### Wage Rate

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<th>Rate per Hour</th>
<th>Pays</th>
<th>OT</th>
<th>OT</th>
<th>OT</th>
<th>OT</th>
<th>OT</th>
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<td>$24.50</td>
<td>$24.50</td>
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### Appraisable Percent

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<tr>
<th>Classification</th>
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<td>Labor Group 1</td>
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<td>$24.60</td>
</tr>
</tbody>
</table>

### Special Calculation Note:

- $0.10 to OT is for Labor Management.

### Ratio:

1. Journeymen to 1 Apprentice
2. Journeymen to 1 Apprentice
3. Journeymen to 1 Apprentice

### Jurisdiction:

- CHAMPAIGN, CLARK,bage, GREENE, LOGAN, MORGAN, MONTGOMERY, PEORIA

### Special Jurisdictional Note:

- Group 1: Building & Construction Laborers, Railroad Laborers, Arterio & Harness Work (Leaves & RLC), DJC, Nassau Cipps, Form Some, Pipefitters, Plumber Men, Runner (Cutting Tools), Welder Helpers, All Machines & Power Operating Tools, Sandblast, Yard Work, Landscaping, Sewer St, Water Supply, Tool Cage Labor, Unloading Furniture & F Expires, Final Clean-Up
- Wood, Lumber, Construction, Signal Men

### Group 2:

- Mason, Tender For bricklayers, Plasterers, Firebrick Tender (Glass Furnaces, Soaking Pits, Stoves & Stoves), Plasterers & Tenders

### Group 3:

- Tender Operator

### Additional Benefits:

- The removal, shoveling or excavation of asbestos, lead and/or inorganic hazardous waste or materials is defined as all work included in the erection, moving servicing and dismantling of oil reservoirs, wellheads, brackets, etc. and the operation of all tools and equipment (including generators, compressors and vacuums) normally used in the removal of asbestos or lead and/or inorganic hazardous waste or materials, the loading, bagging, storing, cutting or otherwise packaging of materials for disposal as well as the clean-up of the work site and all other work incidental to the removal, shoveling or excavation of asbestos, lead and/or inorganic hazardous waste materials.

### Level A:

- Protective equipment includes a protective suit and air purifying respirator (APR) with the appropriate filter cartridges.

### Level B:

- Protective equipment includes a chemically resistant splash suit and a SCBA or airline respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmosphere, EDL3 atmosphere, or confined space entry.
# Prevailing Wage Rate

## Skilled Crafts

**Name of Union:** Operating Engineers - Building Local 18 - Zone III

**Change #:** LCN01-2016bLoc18zones3

**Craft:** Operating Engineer Effective Rate: 07/05/2016 Last Posted: 07/05/2016

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<thead>
<tr>
<th>HIR</th>
<th>Fringe Benefit Payments</th>
<th>Hourly Rate</th>
<th>Total PWR</th>
<th>OT/Overtime Rate</th>
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</thead>
<tbody>
<tr>
<td>B/U</td>
<td>Pensions</td>
<td>App. Br.</td>
<td>Vac.</td>
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**Apprentice:**

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<tbody>
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<td>Vac.</td>
</tr>
<tr>
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**First Semester Trains:**

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<th>OT/Overtime Rate</th>
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<td>$22.88</td>
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<td>4th</td>
<td>$22.04</td>
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<tr>
<td>5th</td>
<td>$21.76</td>
<td>$2.09</td>
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</tr>
</tbody>
</table>

**Special Certification Note:** Other Education & Safety $50.09

**Ratio:**

For every (5) Operating Engineer Journeyman employed by a company, there may be employed one (1) Registered Apprentice or one (1) Trainee Engineer through the referrals when they are available.

An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratio in this collective bargaining agreement.

**Jurisdiction** *(denotes special jurisdictional note)*:

- BIADEAMS, ALLEN, ASHLEY, ATHEA, AUCALAZI, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLAIRE, CLEMMONT, CLINTON, CONWAY, CRAWFORD, DADLE, DEAN, DEDEAUX, FARMER, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLI, GREEN, GUARDIAN, HAMILTON, HANCOCK, HARRISON, HARRISON, HENDRIX, HIGHLAND, HOWARD, HOLMES, JACOB, JEFFERSON, JENSEN, LAWRENCE, LOCKN, LOEAN, MADISON, MARION, MESS, MUSK, NAOMI, MICRO, MORGAN, MORSURO, MOSS, NAYL, OSAGE, OTAWA, PPALO, PERRY, PICHACKA, PIER, PLEI, PUTNAM, RICHARD, ROB, RANG, RAYT, SENICA, SHUBLY, STARK, TUSCARAWAS, UNION, VAIL, WIS, WYIVON, WING, WATSON, WAYNE, WILLIAM, WYDON

**Special Jurisdictional Note:**

**Details:**

- Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CMC.

Class 1 - BIADEAMS, ALLEN, ASHLEY, ATHEA, AUCALAZI, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLAIRE, CLEMMONT, CLINTON, CONWAY, CRAWFORD, DADLE, DEAN, DEDEAUX, FARMER, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLI, GREEN, GUARDIAN, HAMILTON, HANCOCK, HARRISON, HARRISON, HENDRIX, HIGHLAND, HOWARD, HOLMES, JACOB, JEFFERSON, JENSEN, LAWRENCE, LOCKN, LOEAN, MADISON, MARION, MESS, MUSK, NAOMI, MICRO, MORGAN, MORSURO, MOSS, NAYL, OSAGE, OTAWA, PPALO, PERRY, PICHACKA, PIER, PLEI, PUTNAM, RICHARD, ROB, RANG, RAYT, SENICA, SHUBLY, STARK, TUSCARAWAS, UNION, VAIL, WIS, WYIVON, WING, WATSON, WAYNE, WILLIAM, WYDON

Class 2 - BIADEAMS, ALLEN, ASHLEY, ATHEA, AUCALAZI, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLAIRE, CLEMMONT, CLINTON, CONWAY, CRAWFORD, DADLE, DEAN, DEDEAUX, FARMER, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLI, GREEN, GUARDIAN, HAMILTON, HANCOCK, HARRISON, HARRISON, HENDRIX, HIGHLAND, HOWARD, HOLMES, JACOB, JEFFERSON, JENSEN, LAWRENCE, LOCKN, LOEAN, MADISON, MARION, MESS, MUSK, NAOMI, MICRO, MORGAN, MORSURO, MOSS, NAYL, OSAGE, OTAWA, PPALO, PERRY, PICHACKA, PIER, PLEI, PUTNAM, RICHARD, ROB, RANG, RAYT, SENICA, SHUBLY, STARK, TUSCARAWAS, UNION, VAIL, WIS, WYIVON, WING, WATSON, WAYNE, WILLIAM, WYDON

Class 3 - BIADEAMS, ALLEN, ASHLEY, ATHEA, AUCALAZI, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLAIRE, CLEMMONT, CLINTON, CONWAY, CRAWFORD, DADLE, DEAN, DEDEAUX, FARMER, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLI, GREEN, GUARDIAN, HAMILTON, HANCOCK, HARRISON, HARRISON, HENDRIX, HIGHLAND, HOWARD, HOLMES, JACOB, JEFFERSON, JENSEN, LAWRENCE, LOCKN, LOEAN, MADISON, MARION, MESS, MUSK, NAOMI, MICRO, MORGAN, MORSURO, MOSS, NAYL, OSAGE, OTAWA, PPALO, PERRY, PICHACKA, PIER, PLEI, PUTNAM, RICHARD, ROB, RANG, RAYT, SENICA, SHUBLY, STARK, TUSCARAWAS, UNION, VAIL, WIS, WYIVON, WING, WATSON, WAYNE, WILLIAM, WYDON...
### Prevailing Wage Rate
#### Skilled Crafts

**Name of Union: Operating Engineers - Heritage Zone II**

**Change #: **LCNP1-2018bLoc78/124b

**Craft: Operating Engineer Effective Date: **07/05/2018 Last Posted: 07/05/2018

<table>
<thead>
<tr>
<th></th>
<th>BRW</th>
<th>Prepaid</th>
<th>App</th>
<th>Yr.</th>
<th>1 Yr.</th>
<th>2 Yr.</th>
<th>3 Yr.</th>
<th>4 Yr.</th>
<th>5 Yr.</th>
<th>6 Yr.</th>
<th>7 Yr.</th>
<th>8 Yr.</th>
<th>9 Yr.</th>
<th>10 Yr.</th>
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<tr>
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<tr>
<td><strong>Class 2</strong></td>
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<td>38.39</td>
<td>38.39</td>
<td>38.39</td>
<td>38.39</td>
</tr>
</tbody>
</table>

#### Class 3 - Asphalt Pavers; Asphaltic Slurry Machines, self-propelled (CMS-type); Robot-type or for older school leader

- **Material Handling Equipment (over 24 inches wide):**
  - **Class 3 (Barge & Summit Counties only):** Potholing-Ball / Straight Line; Power Scraper; Street Sweeper; Street Cleaner; Non-Motorized Power Scraper / Street Cleaner
  - **Variety Type Concrete saws:** Material Transfer Equipment (Stainless Sturdy Asphalt, All堪称Forte/Generals and others of all types)

#### Class 4 - Air Compressors, on truck mounted (New Machinery): Asphalt Plant Engineers, Robot-type and/or older school leader

- **Horizontal Directional Drill (Over 90,000 lbs thrust and over):**
  - **class 4 (Barge & Summit Counties only):** Power Scraper / Street Cleaner; Street Sweeper; Power Scraper / Street Cleaner
  - **Pumps: (less than or equal to 40.)** Power Scraper / Street Cleaner; Street Sweeper; Power Scraper / Street Cleaner

#### Class 5 - Compresseurs (zombie, Sewer, Highway and Highways): Air Compressors: Various-Outlet Air Compressor, Stationary or Mobile (New Machinery):

- **Power Driven Units:** Power Scraper / Street Cleaner; Street Sweeper; Power Scraper / Street Cleaner

#### Class 6 - Motor Mechanic

---

**Special Jurisdictional Note:**

| Ratio: For every 3 Operating Engineer Journeymen employed by the | ADAMS, ALLEN, ASHLAND, ATHENS, AUGUSTA, company, there may be supplied 3 Registered Apprentices or Trainees. | BELLAMY, BROWN, BUTLER, CARROLL, CHAMPION, CLARK, CLERMONT, CLEVELAND, COBB COUNTY, CRAWFORD, DARRELL, DRAKE, ENGLE, FREDERICK, | FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GREENE, HAMILTON, HANCOCK, HARRIS, HARRISON, HENRY, HERALD, HICKSVILLE, HOLMES, HUNTER, JEFFERSON, JONES, LAWRENCE, LIVINGSTON, LOGAN, LUCAS, MADISON, MARION, MEIGS, MONTgomery, MORGAN, NORTHERN MUSKOKA, NOBLE, OTOE, PAOLINO, PERRY, PICKFORD, POOLE, PEPLOE, PUTNAM, RICHLAND, ROSS, SANDERS, SCOTT, SENeca, SHERRY, STARK, TUSCARAWAS, UNION, VAN, WEBB, WINTON, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT | Special Jurisdictional Note: Details: At a minimum, the following ratios will be maintained:

**Class 1 - Air Compressor on Truck Mounted:**

- **Boiler Operators, on Compressors or Generators, when operated on a rig:**
  - **Cab: Custom Made:** Combination Concrete Mixers & Towers; Concrete Pumps; Concrete Plants (over 3 yd capacity)
  - **Grades:** (all types, including: Boxes, Tryclics, Cherry Pickers)

- **Class 2 - Elevating or Ball Ladders:** Floating Equipment (all types):
  - **Class 3 - Lumber, Log: Generators (1,000 or under):
  - **Class 4 -骷髅s:** Floating Equipment (all types):
  - **Class 5 - Mobile/Portable:** Floating Equipment (all types):
  - **Class 6 - Speciality:** Floating Equipment (all types):

**Class 6 - Motor Mechanic:**

**Special Jurisdictional Note:**

| Details: The following ratios will be maintained:

**Class 1 - Air Compressor on Truck Mounted:**

- **Boiler Operators, on Compressors or Generators, when operated on a rig:**
  - **Cab: Custom Made:** Combination Concrete Mixers & Towers; Concrete Pumps; Concrete Plants (over 3 yd capacity)

- **Grades:** (all types, including: Boxes, Tryclics, Cherry Pickers)

- **Class 2 - Elevating or Ball Ladders:** Floating Equipment (all types):
  - **Class 3 - Lumber, Log: Generators (1,000 or under):
  - **Class 4 -骷髅s:** Floating Equipment (all types):
  - **Class 5 - Mobile/Portable:** Floating Equipment (all types):
  - **Class 6 - Speciality:** Floating Equipment (all types):
### Prevailing Wage Rate
### Skilled Crafts

**Name of Union:** Painter Local 249

<table>
<thead>
<tr>
<th>Craft: Drywall Finisher</th>
<th>Effective Date: 05/01/2019</th>
<th>Last Posted: 04/25/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hourly Wage Rates</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Wage</strong></td>
<td><strong>Hours</strong></td>
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<tr>
<td></td>
<td><strong>Rate</strong></td>
<td><strong>Rate</strong></td>
</tr>
<tr>
<td>Apprentice</td>
<td>$20.29</td>
<td>$21.61</td>
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<tr>
<td>1st Year</td>
<td>$21.67</td>
<td>$23.44</td>
</tr>
<tr>
<td>2nd Year</td>
<td>$23.04</td>
<td>$24.98</td>
</tr>
<tr>
<td>3rd Year</td>
<td>$24.44</td>
<td>$26.51</td>
</tr>
</tbody>
</table>

**Note:** RATES ARE TO BE ADJUSTED EACH JANUARY

**Special Calculation Note:**

#### Ratio:
1 Apprentice to 1 Apprentice

**Details:**
Industrial work but not limited to work done on industrial plants, repair garages, processing plants, storage tanks, warehouses, skeletal structures, bridges, whether new or old construction, office buildings in industrial sites and interior of shopping malls.

---

### Prevailing Wage Rate
### Skilled Crafts

**Name of Union:** Painter Local 249

<table>
<thead>
<tr>
<th>Craft: Painter</th>
<th>Effective Date: 05/01/2019</th>
<th>Last Posted: 04/25/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hourly Wage Rates</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Wage</strong></td>
<td><strong>Hours</strong></td>
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<tr>
<td></td>
<td><strong>Rate</strong></td>
<td><strong>Rate</strong></td>
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<tr>
<td>Apprentice</td>
<td>$20.29</td>
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<td>1st Year</td>
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<td>$24.98</td>
</tr>
<tr>
<td>3rd Year</td>
<td>$24.44</td>
<td>$26.51</td>
</tr>
</tbody>
</table>

**Note:** RATES ARE TO BE ADJUSTED EACH JANUARY

**Special Calculation Note:**

#### Ratio:
1 Apprentice to 1 Apprentice

**Details:**
Industrial work but not limited to work done on industrial plants, repair garages, processing plants, storage tanks, warehouses, skeletal structures, bridges, whether new or old construction, office buildings in industrial sites and interior of shopping malls.
## Prevailing Wage Rate
### Skilled Crafts
#### Name of Union: Painter Local 639

### Change #: LCN01-201509Loc639

#### Craft: Painter
- Effective Date: 06/16/2015
- Last Posted: 06/16/2015

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<tr>
<th>Classification</th>
<th>Daily Wage</th>
<th>Hours</th>
<th>Weekly Total</th>
<th>40-week Total</th>
<th>13-week Total</th>
<th>52-week Total</th>
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<tbody>
<tr>
<td>Apprentice (Class A)</td>
<td>$22.50</td>
<td>8</td>
<td>$180.00</td>
<td>$3,600.00</td>
<td>$4,560.00</td>
<td>$22,800.00</td>
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<tr>
<td>Apprentice (Class B)</td>
<td>$23.00</td>
<td>8</td>
<td>$184.00</td>
<td>$3,728.00</td>
<td>$4,720.00</td>
<td>$23,840.00</td>
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<tr>
<td>Apprentice (Class C)</td>
<td>$23.50</td>
<td>8</td>
<td>$188.00</td>
<td>$3,792.00</td>
<td>$4,780.00</td>
<td>$24,880.00</td>
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<tr>
<td>Helper Class A</td>
<td>$24.00</td>
<td>8</td>
<td>$192.00</td>
<td>$3,888.00</td>
<td>$4,860.00</td>
<td>$25,160.00</td>
</tr>
<tr>
<td>Helper Class B</td>
<td>$24.50</td>
<td>8</td>
<td>$196.00</td>
<td>$3,960.00</td>
<td>$4,920.00</td>
<td>$25,760.00</td>
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<tr>
<td>Helper Class C</td>
<td>$25.00</td>
<td>8</td>
<td>$200.00</td>
<td>$4,000.00</td>
<td>$5,000.00</td>
<td>$26,000.00</td>
</tr>
</tbody>
</table>

### Special Calculation Note:
- Other is Sick and Personal Time:
- Ratio: 1:4
- Special Jurisdictional Note:
- Details: Details for jurisdiction.
- Notes: Special notes relevant to jurisdiction.

### Jurisdiction:
- "District" special jurisdictional note:
- CLARK, DARIEN, GREENE, MEAD, MONTGOMERY, PREBLE

### Special Jurisdictional Note:
- Details:
- Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, breakdown, safety and quality of the company's products.
- Helper: Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, sandblasting and safety training and preparing surfaces for refinishing tasks. This is not limited to, cleaning, stripping and sanding, sanding, polishing and scraper removal on various surfaces.
- Class A Workers: More than 1 and less than 5 Years of Service.
- Class B Workers: More than 5 Years of Service.
- Ment of Publisher Scope of Work: Publishing, binding, stripping, coloring, keypoints, trimming, cleaning and maintenance of ornamental and Architectural metal, iron, bronze, steel, aluminum and stainless steel and to install specialty work, various name finishes, name specialty work and any other work pertaining to the finishing of metal, wood, and any window washing/dusting done in conjunction with this work, using diligently, skillfully, and hand applied liquid luster, removing rusts and other minor finished metalenn, removing burnished and stainless finishes on interior and exterior surfaces and...
<table>
<thead>
<tr>
<th>Classification</th>
<th>Prevailing Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A</td>
<td>$11.20</td>
</tr>
<tr>
<td>Class B</td>
<td>$11.75</td>
</tr>
<tr>
<td>Class C</td>
<td>$12.30</td>
</tr>
<tr>
<td>Class D</td>
<td>$12.85</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Classification</th>
<th>Prevailing Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A</td>
<td>$11.20</td>
</tr>
<tr>
<td>Class B</td>
<td>$11.75</td>
</tr>
<tr>
<td>Class C</td>
<td>$12.30</td>
</tr>
<tr>
<td>Class D</td>
<td>$12.85</td>
</tr>
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</table>

Special Calculation Note: Other is for paid holidays.
<table>
<thead>
<tr>
<th>Craft:</th>
<th>Plaster</th>
<th>Effective Date:</th>
<th>06/01/2018</th>
<th>Last Posted:</th>
<th>04/15/2015</th>
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<table>
<thead>
<tr>
<th>Classification</th>
<th>Hours</th>
<th>Base Wages</th>
<th>Fringe Benefits</th>
<th>Exemptable Hours</th>
<th>Full Time Payroll</th>
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<tr>
<td>Hourly Rate</td>
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</tr>
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<td>7.25</td>
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<td>0.00</td>
<td>7.25</td>
</tr>
<tr>
<td>2nd Year</td>
<td>0.00</td>
<td>7.25</td>
<td>0.00</td>
<td>0.00</td>
<td>7.25</td>
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<td>7.25</td>
<td>0.00</td>
<td>0.00</td>
<td>7.25</td>
</tr>
</tbody>
</table>

| Special Calculation Note: No special calculations for this skilled craft wage rate are required at this time. |

<table>
<thead>
<tr>
<th>Ratio:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Hourly to 1 Apparent</td>
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</table>

<table>
<thead>
<tr>
<th>Jurisdiction (* denotes special jurisdictional note):</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHAMPAIGN, CLARE, CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PIERCE, SHELBY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Jurisdictional Note:</th>
</tr>
</thead>
<tbody>
<tr>
<td>OTHER St. Adair Fund</td>
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</tbody>
</table>

---

**Prevailing Wage Rate**

**Skilled Crafts**

Name of Union: Plasterer Local 132 (Dayton)
## Prevailing Wage Rate
### Skilled Crafts

**Name of Union**: Plumber Pipefitter Local 162

**Effective Date**: 09/06/2015

**Last Posted**: 06/06/2018

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
<th>Fringe Benefit Payments</th>
<th>Invoiced PPE</th>
<th>Total PPE</th>
<th>Overage Rate</th>
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<tbody>
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<tr>
<td>Plumbing</td>
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<td>51.96</td>
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<td>51.94</td>
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<td>80.00</td>
<td>51.85</td>
<td>53.57</td>
<td>52.00</td>
</tr>
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<td>4th Year</td>
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<tr>
<td></td>
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<td>54.88</td>
<td>52.90</td>
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<td></td>
<td>6th Year</td>
<td>110.00</td>
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<td>120.00</td>
<td>53.52</td>
<td>59.90</td>
<td>54.05</td>
</tr>
</tbody>
</table>

**Special Calculation Note**: Other is for Training & Promotion Fund.

**Jurisdiction**: (\* denotes special jurisdictional note)

- CHAMPAIGN, CLARK, CLINTON, DARNER, GREENE, MIAMI, MONTGOMERY, PRESTON

**Special Jurisdictional Note**: None

**Details**: Wage rate covers all plumbing, piping, heating, refrigeration and air conditioning work.

---

## Prevailing Wage Rate
### Skilled Crafts

**Name of Union**: Rooter Local 75

**Effective Date**: 05/25/2016

**Last Posted**: 06/25/2016

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
<th>Fringe Benefit Payments</th>
<th>Invoiced PPE</th>
<th>Total PPE</th>
<th>Overage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$24.95</td>
<td>57.68</td>
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<td>57.68</td>
<td>5.00</td>
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<td>Apprentice</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rooter</td>
<td>1st Year</td>
<td>50.00</td>
<td>41.23</td>
<td>41.23</td>
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<td></td>
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<td>91.90</td>
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</tr>
</tbody>
</table>

**Special Calculation Note**: No special calculations for this skilled craft wage rates are required at this time.

**Jurisdiction**: (\* denotes special jurisdictional note)

- ALLEN, AUGLAIZE, CLARK, CLINTON, DARNER, GREENE, MERCER, MIAMI, MONTGOMERY, PRESTON, SHELBY, VAN WERT

**Special Jurisdictional Note**: None

**Details**: None
Prevailing Wage Rate
Skilled Crafts

Change #: LCR02-2017RLoc324(Dayton)

Craft: Sheet Metal Worker Effective Date: 08/08/2017 Last Posted: 08/08/2017

<table>
<thead>
<tr>
<th>Classification</th>
<th>Region</th>
<th>Type</th>
<th>B/A/W</th>
<th>Percent</th>
<th>App. To</th>
<th>Vol.</th>
<th>Acc.</th>
<th>Other</th>
<th>LAGCET</th>
<th>100%</th>
</tr>
</thead>
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<tr>
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<td>19.02</td>
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<td>41.00</td>
<td>39.00</td>
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<td>1st Year B</td>
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<tr>
<td>1st Year C</td>
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<tr>
<td>1st Year D</td>
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<td>2.22</td>
<td>7.00</td>
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<td>13.50</td>
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<td>2.50</td>
<td>5.50</td>
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<tr>
<td>C/O Year A</td>
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<td>6.25</td>
<td>1.25</td>
<td>3.75</td>
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<tr>
<td>C/O Year B</td>
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<td>6.43</td>
<td>1.28</td>
<td>4.00</td>
<td>1.00</td>
<td>5.00</td>
<td>4.00</td>
<td>1.00</td>
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<td>C/O Year C</td>
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<td>4.44</td>
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<td>0.75</td>
<td>3.75</td>
<td>3.00</td>
<td>0.75</td>
<td>2.00</td>
<td>4.44</td>
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<td>C/O Year D</td>
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<td>3.45</td>
<td>0.68</td>
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<td>0.50</td>
<td>2.50</td>
<td>2.00</td>
<td>0.50</td>
<td>1.25</td>
<td>3.45</td>
</tr>
<tr>
<td>Full Year</td>
<td>50.00</td>
<td>8.42</td>
<td>1.68</td>
<td>5.00</td>
<td>1.25</td>
<td>7.50</td>
<td>6.25</td>
<td>1.25</td>
<td>3.75</td>
<td>8.62</td>
</tr>
<tr>
<td>1st Year</td>
<td>50.00</td>
<td>8.42</td>
<td>1.68</td>
<td>5.00</td>
<td>1.25</td>
<td>7.50</td>
<td>6.25</td>
<td>1.25</td>
<td>3.75</td>
<td>8.62</td>
</tr>
<tr>
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<td>7.50</td>
<td>6.25</td>
<td>1.25</td>
<td>3.75</td>
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</tr>
<tr>
<td>3rd Year</td>
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<td>1.68</td>
<td>5.00</td>
<td>1.25</td>
<td>7.50</td>
<td>6.25</td>
<td>1.25</td>
<td>3.75</td>
<td>8.62</td>
</tr>
<tr>
<td>4th Year</td>
<td>50.00</td>
<td>8.42</td>
<td>1.68</td>
<td>5.00</td>
<td>1.25</td>
<td>7.50</td>
<td>6.25</td>
<td>1.25</td>
<td>3.75</td>
<td>8.62</td>
</tr>
<tr>
<td>Full Year</td>
<td>50.00</td>
<td>8.42</td>
<td>1.68</td>
<td>5.00</td>
<td>1.25</td>
<td>7.50</td>
<td>6.25</td>
<td>1.25</td>
<td>3.75</td>
<td>8.62</td>
</tr>
</tbody>
</table>

Special Calculation Note: No special calculations for this skilled craft wage rate are required at this time.

Ratio:
1 Apprentice to 1 Journeymen.
1 Apprentice for every 2 Journeymen thereafter.

Special Jurisdictional Note:

Details:

Prevailing Wage Rate
Skilled Crafts

Change #: LCR02-2017RLoc669

Craft: Sprinkler Fitter Effective Date: 05/01/2019 Last Posted: 12/15/2018

<table>
<thead>
<tr>
<th>Classification</th>
<th>Region</th>
<th>Type</th>
<th>B/A/W</th>
<th>Percent</th>
<th>App. To</th>
<th>Vol.</th>
<th>Acc.</th>
<th>Other</th>
<th>LAGCET</th>
<th>100%</th>
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<tr>
<td>Sprinkler Fitter</td>
<td>15.75</td>
<td>23.05</td>
<td>7.02</td>
<td>26.02</td>
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<td>60.02</td>
<td>56.02</td>
<td>10.02</td>
<td>23.05</td>
<td>55.75</td>
</tr>
</tbody>
</table>

Applicable Information Note

Class 1: 40.00

Class 2: 45.00

Class 3: 50.00

Class 4: 55.00

Class 5: 60.00

Class 6: 65.00

Class 7: 70.00

Class 8: 75.00

Class 9: 80.00

Class 10: 85.00

Special Calculation Note: No special calculations for this skilled craft wage rate are required at this time.

Ratio:

Jurisdiction (denotes special jurisdictional note):

Details:

Special Jurisdictional Note:

Details:

Sparks Fitter work shall consist of the installation,dimensioning,maintenance,repair,adjustments, and connections of all fire protection and fire control systems including the welding, cutting, and/or equipment fitting and installation of all piping or tubing, oxygen and/or equipment pertaining thereto, including built-in, dressed, or underground water mains, fire hydrants, and fire control systems used in connection with sprinkler systems. Also all tests and repairs connected thereto, also includes stalls to be C-2 and C-20 and System Fire Systems and all other fire protection systems.
**Prevailing Wage Rate**

**Skilled Crafts**

Name of Union: Truck Driver Bldg & Hevrey Class 1
Locales: 20,40,60,80,100,115,150,160,175,200,230,260,277,305,495

Change #: CQN-2017-07Bldg&Hevrey

Craft: Truck Driver Effective Date: 07/05/2017, Last Posted: 07/05/2017

<table>
<thead>
<tr>
<th>Pay Period</th>
<th>Pay Rate</th>
<th>Total PW</th>
<th>Overrate Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4 weeks</td>
<td>$24.30</td>
<td>$95.07</td>
<td>$24.09</td>
</tr>
<tr>
<td>5-11 weeks</td>
<td>$24.30</td>
<td>$100.88</td>
<td>$24.09</td>
</tr>
<tr>
<td>12-17 weeks</td>
<td>$24.30</td>
<td>$106.69</td>
<td>$24.09</td>
</tr>
</tbody>
</table>

Special Calculation Note: No special calculations for this skilled craft wage are required at this time.

Ratio: 3 Journeymen to 1 Apprentice per company/project

**Prevailing Wage Rate**

**Skilled Crafts**

Name of Union: Truck Driver Bldg & Hevrey Class 2
Locales: 20,40,60,80,100,115,150,160,175,200,230,260,277,305,495

Change #: CQN-2017-07Bldg&Hevrey

Craft: Truck Driver Effective Date: 07/05/2017, Last Posted: 07/05/2017

<table>
<thead>
<tr>
<th>Pay Period</th>
<th>Pay Rate</th>
<th>Total PW</th>
<th>Overrate Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4 weeks</td>
<td>$24.30</td>
<td>$95.07</td>
<td>$24.09</td>
</tr>
<tr>
<td>5-11 weeks</td>
<td>$24.30</td>
<td>$100.88</td>
<td>$24.09</td>
</tr>
<tr>
<td>12-17 weeks</td>
<td>$24.30</td>
<td>$106.69</td>
<td>$24.09</td>
</tr>
</tbody>
</table>

Special Calculation Note: No special calculations for this skilled craft wage are required at this time.

Ratio: 3 Journeymen to 1 Apprentice per company/project

**Jurisdiction (\* denotes special jurisdictional note):**

**Special Jurisdictional Note:**

- **Asphalt - Oil spray bar man working from cab shall receive $0.20 cents per hour above their Basic Hourly Rate.**
33 11 13  Public Water Utility Distribution Piping
33 12 13  Water Service Connections
33 12 16  Water Utility Distribution Valves
33 12 19  Water Utility Distribution Fire Hydrants
PART ONE - GENERAL

1.01 Requirements Included

A. This work shall consist of providing all labor, materials and equipment for the construction of water mains.

B. Unless otherwise specified, the pipe used for water main construction shall be of ductile iron, polyvinyl chloride (PVC), or polyethylene.

C. All pipeline and appurtenance material in contact with potable water must be NSF-61 Certified.

PART TWO - PRODUCTS

2.01 Ductile Cast Iron Pressure Pipe

A. Material

Ductile cast iron pipe shall conform to the American Standard for "Ductile Iron Pipe, Centrifugally Cast, for Water and other Liquids" ANSI A21.51 (AWWA C151).

B. Wall Thickness

The minimum wall thickness of ductile iron pipe shall be Class 53 in accordance with the following, unless otherwise specified by the Engineer.

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Thickness</th>
<th>Working Pressure, psi</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot;</td>
<td>0.32&quot;</td>
<td>350</td>
</tr>
<tr>
<td>6&quot;</td>
<td>0.34&quot;</td>
<td>350</td>
</tr>
<tr>
<td>8&quot;</td>
<td>0.36&quot;</td>
<td>350</td>
</tr>
<tr>
<td>10&quot;</td>
<td>0.38&quot;</td>
<td>350</td>
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<tr>
<td>12&quot;</td>
<td>0.40&quot;</td>
<td>350</td>
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<td>14&quot;</td>
<td>0.42&quot;</td>
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<td>16&quot;</td>
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<td>20&quot;</td>
<td>0.45&quot;</td>
<td>350</td>
</tr>
<tr>
<td>24&quot;</td>
<td>0.47&quot;</td>
<td>350</td>
</tr>
</tbody>
</table>

C. Joints

1. Mechanical joints, bell and spigot joints, and flange joints for ductile iron pipe in sizes 3 inches through 48 inches in diameter shall conform to all of the dimensions, shapes, and requirements of ANSI A21.10 (AWWA C110),
"Ductile-Iron and Gray-Iron Fittings, 3 inches through 48 Inches, for Water and Other Liquids".

a. The mechanical joints shall also conform in all respects to ANSI A21.11 (AWWA C111), "Rubber Gasket Joints for Ductile-Iron Pressure Pipe and Fittings".

2. Push-on joints shall be a single rubber gasket joint designed to be assembled by the positioning of a continuous, molded, rubber ring gasket in an annular recess in the pipe and forcing of the plain end of the entering pipe into the socket, thereby compressing the gasket radially to the pipe to form a positive seal.

a. The gasket and the annular recess shall be so designed and shaped that the gasket is locked in place against displacement as the joint is assembled.

b. The push-on type joint shall conform to the requirements of ANSI A21.10 (AWWA C110) and the ANSI A21.11 (AWWA C111), where applicable.

3. Where ductile iron pipe with a ball and socket type joint is specified, it shall be of the lock joint gland type.

a. Provisions shall be made for longitudinal expansion and contraction with a positive stop against disengagement of the joint.

b. Up to 15 degrees angular deflection shall be accommodated without leakage and without decrease in full diameter of pipe.

4. Ductile iron pipe and fittings to be jointed with Victaulic couplings shall be furnished with shoulders to engage the entire inner circumference of the housing-clamp.

a. The outside surface of the pipe between the shoulder and the pipe end must be smooth and free from deep pits or swells to provide a leaktight seal for the Victaulic gasket.

b. Victaulic couplings for ductile iron pipe shall consist of malleable iron housing-clamps in two or more parts, a single C-shaped rubber gasket and two or more trackhead steel bolts, cadmium plated or rust proofed by a process acceptable to the Engineer, as required to assemble the housing-clamps.

c. The couplings shall be of proper type to encircle the outside diameter of the ductile iron pipe as specified.

d. The malleable iron in the segmental casting shall conform to ASTM A-47.

e. The track type oval neck bolts shall conform to ASTM-A-183.

f. The rubber gasket shall be Grade R natural rubber.

D. Fittings
1. Ductile iron fittings in sizes 2 inches through 48 inches for mechanical joints, bell and spigot joints, and flange joints shall conform to all the requirements of ANSI A21.10 (AWWA C110 or C153 Compact Ductile Iron Fittings), "Ductile Iron Fittings, 2 Inch Through 48 Inch for Water and Other Liquids" and shall conform to the requirements of ANSI A21.11 (AWWA C111), "Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings".

2. Mechanical joints and push-on type joints shall conform to the requirements of ANSI A21.11 (AWWA C111), "Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings". Push on joints for cast iron fittings shall be as described in the previous section entitled "Joints".

3. The fittings in sizes larger than 12 inch shall have a minimum pressure rating of 150 psi unless the proposal sheets and/or the construction drawings stipulate that 250 psi fittings are required.

E. Coatings

1. The ductile iron pipe and fittings shall be furnished with cement mortar linings in accordance with ANSI A21.4 (AWWA C104), "Cement Mortar Lining for Ductile-Iron Pipe and Fittings for Water".

2. The lining will be 1/16 inch thick for pipe sizes 4 inches through 12 inches in diameter and 3/32 inch thick for sizes 14 through 24 inches.

3. The outside of the ductile iron pipe shall be furnished with a protective bituminous coating.

F. Anchoring Assemblies

1. Anchoring pieces for setting valves and special bends shall consist of two mechanical joint ductile iron gland fittings cast integrally with the pipe nipple.

2. The anchoring piece shall have a minimum laying length of 14 inches.

3. Anchoring pipe may be used to anchor fire hydrants.

4. Anchoring pipe may be furnished with regular anchoring glands cast with the pipe or with a lock ring, lock plate, and locking gland which will allow free movement of the standard mechanical joint follower gland.

5. On fire hydrant branches, a mechanical joint anchoring tee may be substituted for the main tee and the hydrant watch valve connected to the anchoring tee.

6. Special anchoring may be required at other places along the pipe lines.

7. Where the construction drawings call for special anchoring, it shall include the use of mechanical joint anchoring fittings, retainer glands, couplings, and pipe or positively restrained push-on type pipe and fittings which allow for deflection at the joint after assembly.

8. The groove on positively restrained push-on type pipe shall not reduce the wall thickness of the pipe below the minimum required in this section.

2.02 PVC Pipe

A. Material
1. Polyvinyl Chloride (PVC) pressure pipe as described herein shall be described to carry potable water at pressure, including surge up to the maximum class rating. Pressure class rating shall be 235 psi (DR18) unless otherwise specified.

2. Material used to produce the pipe, couplings and fittings shall conform to ASTM D-1784.

3. All PVC pipe shall conform to the latest revisions of the following applicable specifications.
   - ASTM Specification D-3139
   - National Sanitation Foundation Testing Laboratories (NSF) Standard 61
   - AWWA Specification C-900 or C-909
   - ASTM Specification F-477 Elastomeric Seals (Gaskets)

B. Physical Requirements

The pipe and couplings shall be manufactured to meet the following requirements:

1. Quick Burst Test – The hydrostatic strength shall meet the following based on method of test ASTM D-1599.
   - **Pipe Class**  |  **Burst Pressure**
   - DR 18 235      |  755 psi
   - DR 14 305      |  985 psi

2. Sustained Pressure Test - A sample shall withstand without failure for 1000 hours the following pressures in accordance with ASTM D-1598.
   - **Pipe Class**  |  **Hydrostatic Pressure**
   - DR 18 235      |  500 psi
   - DR 14 305      |  650 psi

3. Flattening - Per ASTM D-2412.

4. Impact Test - Shall be conducted in accordance with ASTM D-2444, using Tup A.

5. Chemical Requirements - Acetone Immersion: A sample shall be completely immersed in anhydrous acetone for a 60 minute period with examination at 20 minute intervals. This test shall meet the requirements of ASTM D-2152.

C. Pipe Dimensions

1. AWWA C-900: Standard lengths shall be available in 20' plus/minus 1". Wall thickness and minimum O.D. shall be as follows:

<table>
<thead>
<tr>
<th>Size-Class</th>
<th>Length</th>
<th>O.D.</th>
<th>Min. Wall Thickness</th>
<th>I.D. Nom.</th>
<th>Weight Lbs./Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot; – DR18 20'</td>
<td>4.80</td>
<td>.267</td>
<td>4.23</td>
<td>2.6</td>
<td></td>
</tr>
<tr>
<td>4&quot; – DR14 20'</td>
<td>4.80</td>
<td>.343</td>
<td>4.07</td>
<td>3.2</td>
<td></td>
</tr>
<tr>
<td>6&quot; – DR18 20'</td>
<td>6.90</td>
<td>.383</td>
<td>6.09</td>
<td>5.3</td>
<td></td>
</tr>
<tr>
<td>6&quot; – DR14 20'</td>
<td>6.90</td>
<td>.493</td>
<td>5.86</td>
<td>6.7</td>
<td></td>
</tr>
<tr>
<td>8&quot; – DR18 20'</td>
<td>9.05</td>
<td>.503</td>
<td>7.98</td>
<td>9.2</td>
<td></td>
</tr>
<tr>
<td>8&quot; – DR14 20'</td>
<td>9.05</td>
<td>.646</td>
<td>7.68</td>
<td>11.6</td>
<td></td>
</tr>
<tr>
<td>10&quot; – DR18 20'</td>
<td>11.10</td>
<td>.617</td>
<td>9.79</td>
<td>13.9</td>
<td></td>
</tr>
<tr>
<td>10&quot; – DR14 20'</td>
<td>11.10</td>
<td>.793</td>
<td>9.42</td>
<td>17.6</td>
<td></td>
</tr>
</tbody>
</table>
12" – DR18 20'  13.20  .733  11.65  19.7
12" – DR14 20'  13.20  .943  11.20  25.1

Pipe ends shall be tapered to accept the gasketed coupling.

1. AWWA C-909: Standard lengths shall be available in 20' plus/minus 1". Wall thickness and minimum O.D. shall be as follows:

<table>
<thead>
<tr>
<th>Size-Class</th>
<th>Length</th>
<th>O.D.</th>
<th>Min. Wall Thickness</th>
<th>I.D. Nom.</th>
<th>Weight Lbs./Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot; – DR18 20'</td>
<td>4.80</td>
<td>.154</td>
<td>4.47</td>
<td>2.6</td>
<td></td>
</tr>
<tr>
<td>4&quot; – DR14 20'</td>
<td>4.80</td>
<td>.198</td>
<td>4.38</td>
<td>3.3</td>
<td></td>
</tr>
<tr>
<td>6&quot; – DR18 20'</td>
<td>6.90</td>
<td>.221</td>
<td>6.43</td>
<td>5.5</td>
<td></td>
</tr>
<tr>
<td>6&quot; – DR14 20'</td>
<td>6.90</td>
<td>.284</td>
<td>6.30</td>
<td>7.0</td>
<td></td>
</tr>
<tr>
<td>8&quot; – DR18 20'</td>
<td>9.05</td>
<td>.290</td>
<td>7.98</td>
<td>9.5</td>
<td></td>
</tr>
<tr>
<td>8&quot; – DR14 20'</td>
<td>9.05</td>
<td>.373</td>
<td>8.26</td>
<td>11.5</td>
<td></td>
</tr>
<tr>
<td>10&quot; – DR18 20'</td>
<td>11.10</td>
<td>.356</td>
<td>10.35</td>
<td>14.0</td>
<td></td>
</tr>
<tr>
<td>10&quot; – DR14 20'</td>
<td>11.10</td>
<td>.457</td>
<td>10.13</td>
<td>17.5</td>
<td></td>
</tr>
<tr>
<td>12&quot; – DR18 20'</td>
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<td>.423</td>
<td>12.30</td>
<td>19.5</td>
<td></td>
</tr>
<tr>
<td>12&quot; – DR14 20'</td>
<td>13.20</td>
<td>.544</td>
<td>12.05</td>
<td>25.0</td>
<td></td>
</tr>
</tbody>
</table>

Pipe ends shall be tapered to accept the gasketed coupling.

D. Couplings and Fittings

1. The couplings and fittings shall be furnished by the pipe manufacturer and shall accommodate the pipe for which they are to be used.
2. They shall have a minimum pressure rating of 200 psi. Insertion depth of the pipe in the coupling shall be controlled by an internal PVC mechanical stop in the coupling which will allow for a thermal expansion and contraction.
3. Coupling method shall allow for half of the expansion or contraction of each pipe section to be taken up at each end of the pipe.
4. Coupling shall permit 5 degree deflection (2 1/2 degrees each side).

E. Markings

Pipe markings shall include the following, marked continuously down the length:

1. Manufacturer's name
2. Nominal size
3. Class pressure rating
4. PVC
5. NSF logo
6. Identification code

F. Lubrication

1. Lubrication shall be water soluble, nontoxic, be nonobjectionable in taste and odor imparted to the fluid, be nonsupporting of bacteria growth, and have no deteriorating effect on the PVC or rubber gasket.
2. Lubrication shall be as recommended by the manufacturer or an approved equal.
2.03 Polyethylene Pipe

A. Material

1. PE 4710 High-Density Polyethylene pressure pipe as described herein shall be described to carry potable water at pressure, including surge up to the maximum class rating. Class rating shall be 160 psi unless otherwise specified. All HDPE pressure pipe sizes shall be OD compatible with ductile iron pipe.

2. Material used to produce the pipe and fittings shall conform to ASTM D-3350 cell classification 445574C for black pipe and cell classification 445574E for colored material.

3. The pipe and fitting material shall have a minimum Hydrostatic Design Basis (HDB) rating of 1600psi at 73°F and shall be listed in the name of the pipe and fitting manufacturer in PPI (Plastics Pipe Institute) TR-4.

4. The standard dimensional ratio for the pipe shall be as follows:
   - DR 17 (Class 125)
   - DR 13.5 (Class 160)
   - DR 11 (Class 200)
   - DR 9 (Class 250)

5. All HDPE pipe shall conform to the latest revisions of the following applicable specifications.
   - ASTM Specifications F-714, F-2620, and F-1290
   - National Sanitation Foundation Testing Laboratories (NSF) Standard 61
   - AWWA Specification C-906
   - ASTM Specification D-3261 or D-2683 Molded Fittings
   - ASTM Specification D-2774 Backfilling

B. Physical Requirements

The pipe and fittings shall meet the following requirements:

1. MJ Adaptors – MJ Adapters 4” thru 16” may be provided with optional Stainless Steel Stiffener. MJ Adapters 14” and above shall be provided with Heavy Duty Back-up Ring Kits. All MJ adapters 18” and above must be provided with Stainless Steel stiffeners.

2. Direct Burial – HDPE shall be installed in accordance with ASTM D-2774, Standard Practice for underground Installation of Thermoplastic Pressure Piping.

3. Disinfection – Procedures for disinfection shall be followed in accordance with latest standards such as ANSI/AWWA C651, Disinfecting Water Mains.
C. Pipe Dimensions

Standard lengths shall be available in 40' - 50' sections. Wall thickness shall be in accordance with AWWA C906. The minimum O.D. shall be as listed below:

**Pipe**

<table>
<thead>
<tr>
<th>Size-PSI</th>
<th>L1</th>
<th>O.D.1</th>
<th>Min. Wall Thickness</th>
<th>L.D. Nom.</th>
<th>Weight Lbs./ Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot; - 125</td>
<td>40'</td>
<td>4.800</td>
<td>0.282</td>
<td>4.202</td>
<td>1.76</td>
</tr>
<tr>
<td>4&quot; - 160</td>
<td>40'</td>
<td>4.800</td>
<td>0.356</td>
<td>4.045</td>
<td>2.18</td>
</tr>
<tr>
<td>6&quot; - 125</td>
<td>40'</td>
<td>6.900</td>
<td>0.406</td>
<td>6.039</td>
<td>3.64</td>
</tr>
<tr>
<td>6&quot; - 160</td>
<td>40'</td>
<td>6.900</td>
<td>0.511</td>
<td>5.817</td>
<td>4.50</td>
</tr>
<tr>
<td>8&quot; - 125</td>
<td>40'</td>
<td>9.050</td>
<td>0.532</td>
<td>7.922</td>
<td>6.26</td>
</tr>
<tr>
<td>8&quot; - 160</td>
<td>40'</td>
<td>9.050</td>
<td>0.670</td>
<td>7.630</td>
<td>7.75</td>
</tr>
<tr>
<td>10&quot; - 125</td>
<td>40'</td>
<td>11.100</td>
<td>0.653</td>
<td>9.716</td>
<td>9.42</td>
</tr>
<tr>
<td>10&quot; - 160</td>
<td>40'</td>
<td>11.100</td>
<td>0.822</td>
<td>9.357</td>
<td>11.66</td>
</tr>
<tr>
<td>12&quot; - 125</td>
<td>40'</td>
<td>13.200</td>
<td>0.776</td>
<td>11.555</td>
<td>13.31</td>
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<tr>
<td>12&quot; - 160</td>
<td>40'</td>
<td>13.200</td>
<td>0.978</td>
<td>11.127</td>
<td>16.48</td>
</tr>
<tr>
<td>14&quot; - 125</td>
<td>40'</td>
<td>15.300</td>
<td>0.900</td>
<td>13.392</td>
<td>17.89</td>
</tr>
<tr>
<td>14&quot; - 160</td>
<td>40'</td>
<td>15.300</td>
<td>1.133</td>
<td>12.898</td>
<td>22.15</td>
</tr>
<tr>
<td>16&quot; - 125</td>
<td>40'</td>
<td>17.400</td>
<td>1.024</td>
<td>15.229</td>
<td>23.15</td>
</tr>
<tr>
<td>16&quot; - 160</td>
<td>40'</td>
<td>17.400</td>
<td>1.289</td>
<td>14.667</td>
<td>28.64</td>
</tr>
<tr>
<td>18&quot; - 125</td>
<td>40'</td>
<td>19.500</td>
<td>1.147</td>
<td>17.068</td>
<td>29.07</td>
</tr>
<tr>
<td>18&quot; - 160</td>
<td>40'</td>
<td>19.500</td>
<td>1.444</td>
<td>16.439</td>
<td>35.97</td>
</tr>
<tr>
<td>20&quot; - 125</td>
<td>40'</td>
<td>21.600</td>
<td>1.271</td>
<td>18.905</td>
<td>35.68</td>
</tr>
<tr>
<td>20&quot; - 160</td>
<td>40'</td>
<td>21.600</td>
<td>1.600</td>
<td>18.208</td>
<td>44.14</td>
</tr>
<tr>
<td>24&quot; - 125</td>
<td>40'</td>
<td>25.800</td>
<td>1.518</td>
<td>22.582</td>
<td>50.89</td>
</tr>
<tr>
<td>24&quot; - 160</td>
<td>40'</td>
<td>25.800</td>
<td>1.911</td>
<td>21.749</td>
<td>62.97</td>
</tr>
</tbody>
</table>

D. Connections

1. The fittings shall be furnished by the pipe manufacturer and shall accommodate the pipe for which they are to be used. Fitting materials shall meet that of the pipe.
2. Fittings shall meet the requirements of AWWA C906.
3. Molded fittings shall be manufactured in accordance with either ASTM D-2683 (socket fused) or ASTM D-3261 (butt fused).
4. Trial Fusion shall be tested in accordance with ASTM D-2657.
5. During heat fusing, there are no joints to leak, joint restraints are not required, and thrust blocks are necessary only under unusual circumstances.

E. Markings

Pipe markings shall include the following, marked continuously down the length:

1. Manufacturer's name
2. Nominal size
3. Class pressure rating
4. Polyethylene
5. NSF logo
6. Identification code

PART THREE - EXECUTION

3.01 Installation

A. Placement shall be in accordance with the manufacturer's written installation instructions.

3.02 Testing Water Mains

A. The Contractor shall slowly fill the completed water pipe line and flush the line until the water is clear and all air has been expelled.

1. This shall be followed by pressure and leakage tests in accordance with AWWA Standard C600, "Installation of Ductile-Iron Water Mains and Their Appurtenances," except as otherwise stated here within.

2. Underground installation, pressure and leakage testing of PVC piping and fittings must conform to AWWA C605, "Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water".

3. Leakage testing of polyethylene piping and fittings must conform to ASTM F2164, "Standard Practice for Field Leak Testing of Polyethylene Pressure Piping Systems Using Hydrostatic Pressure".

4. Disinfection shall not be done until all other testing is completed.

B. The Contractor shall subject the completed water pipe line to both a hydrostatic pressure test and a leakage test.

1. The tests shall be performed on all newly laid pipe in lengths not to exceed 2,000 feet or any valved section thereof.

2. The length of the test section shall exceed the specified maximum limit only with the approval of the Engineer.

3. The two (2) tests shall be conducted after the trench has been backfilled but must be completed before replacement of pavements and final restoration.

C. The Contractor shall use an approved supply of water furnished by the Owner and furnish the pump, pipe connection, corporation stops in the pipe, temporary testing and meters.

D. The Contractor shall furnish the pressure gauges and meters for the tests.
E. The Contractor shall be responsible for all labor and equipment necessary to conduct the tests, including excavating and backfilling the test pit, at the locations selected by the Engineer.

F. When taps are required on an installed main, they shall be made by the Contractor at his expense.

G. This does not preclude the installation of taps by the manufacturer prior to installation of the pipe.

H. The pipe shall be completely flushed out through fire hydrants and/or blow-off assemblies.

1. Each valved section shall be slowly filled with water.
2. All air shall be expelled from the pipe at high points by means of test plugs in valve bonnets, fire hydrants, or through corporation stops.
3. After all the air has been expelled, the openings shall be closed and the test pressure applied by means of the test pump connected to the pipe in a manner satisfactory to the Engineer.
   
   a. Polyethylene Pipe - Polyethylene pipe will expand slightly so gradually pressurize the test section to test pressure, and maintain test pressure for three (3) hours. Additional test liquid will be required to maintain the pressure.

I. The test pressure for the hydrostatic pressure test shall be 150 pounds per square inch (psi) based on the elevation of the lowest point in the section under test and corrected to the elevation of the test gage unless otherwise directed by the Engineer or 150% of the maximum static pressure, whichever is higher.

J. The exposed piping and/or the top of the trench shall be carefully inspected after the pressure test for any signs of leakage.

1. Any cracked or defective pipe, fittings, valves, or hydrants discovered in consequence of the pressure test shall be removed and replaced by the Contractor with sound material and the test shall be repeated until satisfactory results are obtained.
2. The Contractor is responsible for locating, excavating and backfilling the water main trench in addition to replacing the defective material at his expense.

K. Measurement of the leakage shall be conducted in conjunction with the pressure test.

1. Measurement of the leakage for ductile cast iron pressure pipe and PVC pipe shall be done according to the following criteria:

   a. The Contractor shall maintain the 150 pounds per square inch (psi) hydrostatic pressure for a period of 2 hours. This pressure shall be maintained at all times during the leakage test through his test pump.
b. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain the specified leakage test pressure after the air has been expelled and the pipe has been filled with water.

c. No pipe installation will be accepted if the amount of leakage is greater than 10 gallons per inch diameter per mile of pipe per day.

d. If any test of pipe laid discloses leakage greater than that specified, the Contractor shall, at his own expense, locate the defective joints, repair and retest until the leakage is within the specified allowance.

2. Measurement of the leakage for polyethylene pipe shall be done according to either of the following methods.

a. Alternative 1

1) Immediately after the test section of Polyethylene pipe has been completely filled with water and the test pressure of 150 psi has been applied and maintained for three (3) hours, reduce the test pressure by 10 psi to 140 psi, and stop adding test liquid. If test pressure remains steady (within 5% of the target value) for one (1) hour, no leakage is indicated.

2) No pipe installation will be accepted if the test pressure does not remain within 5% of the target value for one (1) hour.

3) If any test of pipe laid is not accepted because of failure to maintain such pressure, the Contractor shall, at his own expense, locate the defective joints, repair and retest until the pressure remains within the specified allowance.

b. Alternative 2

1) Immediately after the test section of Polyethylene pipe has been completely filled with water and the test pressure of 150 psi has been applied and maintained for three (3) hours, monitor the amount of make-up water required to maintain test pressure for one (1), or two (2), or three (3) hours. If the amount of make-up water needed to maintain test pressure does not exceed the amount in the “Alternative 2 – Make-Up Water Allowance” table below, no leakage is indicated.

2) No pipe installation will be accepted if the amount of make-up water needed is greater than that specified.

3) If any test of pipe laid requires more make-up water that the amount specified, the Contractor shall, at his own expense, locate the defective joints, repair and retest until the leakage is within the specified allowance.

4) Test Duration – When testing pressures above the system design pressure up to 150% of the system design pressure, the maximum test duration is eight (8) hours including time from pressurize to time to depressurize the test section.
Alternative 2 – Make-Up Water Allowance

<table>
<thead>
<tr>
<th>Nominal Pipe Size (in.)</th>
<th>Make-Up Water Allowance for Test Phase – Alternate 2 (U.S. Gal/1000 ft. of pipe)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1-Hour Test</td>
</tr>
<tr>
<td>1-1/4</td>
<td>0.06</td>
</tr>
<tr>
<td>1-1/2</td>
<td>0.07</td>
</tr>
<tr>
<td>2</td>
<td>0.07</td>
</tr>
<tr>
<td>3</td>
<td>0.10</td>
</tr>
<tr>
<td>4</td>
<td>0.13</td>
</tr>
<tr>
<td>5-3/8</td>
<td>0.19</td>
</tr>
<tr>
<td>5</td>
<td>0.21</td>
</tr>
<tr>
<td>6</td>
<td>0.3</td>
</tr>
<tr>
<td>7-1/8</td>
<td>0.4</td>
</tr>
<tr>
<td>8</td>
<td>0.5</td>
</tr>
<tr>
<td>10</td>
<td>0.8</td>
</tr>
<tr>
<td>12</td>
<td>1.1</td>
</tr>
<tr>
<td>13-3/8</td>
<td>1.2</td>
</tr>
<tr>
<td>14</td>
<td>1.4</td>
</tr>
<tr>
<td>16</td>
<td>1.7</td>
</tr>
<tr>
<td>18</td>
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<tr>
<td>20</td>
<td>2.8</td>
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<td>22</td>
<td>3.5</td>
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<td>24</td>
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<td>5.0</td>
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<tr>
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<td>5.5</td>
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<td>42</td>
<td>12.0</td>
</tr>
<tr>
<td>48</td>
<td>15.0</td>
</tr>
<tr>
<td>54</td>
<td>22.0</td>
</tr>
</tbody>
</table>

3.03 Disinfection of Water Mains

A. Disinfection shall not be done until flushing and testing are complete.

1. All new water mains and repaired sections or extensions to existing water mains shall be chlorinated before being placed in service so that a chlorine residual of not less than ten (10) PPM remains in the water in the test section after twenty-four (24) hours standing in the pipe.

2. The procedures for disinfecting the water mains and the chemicals to be used shall be in accordance with the latest requirements of AWWA C651, “Disinfecting Water Mains.”

3. A new or cleaned water main shall be considered adequately disinfected when analyses of at least two consecutive samples taken at 24 hour intervals are total coliform-negative.
4. At least one set of samples must be collected from every 1200 ft, plus one set from the end of the line and at least one set from each branch.

B. Water from the existing distribution system shall be controlled so as to flow slowly into the newly laid pipeline during the application of chlorine.

1. The rate of chlorine mixture flow shall be in such proportion to the rate of the newly laid pipe so as to produce at least ten (10) PPM, after twenty-four (24) hours standing.
2. This may be expected with an application of twenty-five (25) PPM, although some conditions may require more.
3. Valves shall be operated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water.
4. In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent.

C. If liquid chlorine is used, then a chlorine gas-water mixture shall be applied by means of a solution-feed chlorinating device, or, if approved by the Engineer, a dry gas may be fed directly through proper devices, for regulating the rate of flow and providing effective diffusion of the gas into the water within the pipe being treated.

D. Chlorinating devices for feeding solutions of the chlorine gas or the gas itself must provide means of preventing the backflow of water into the chlorinating cylinder.

E. A mixture of water and a chlorine-bearing compound of known chlorine content may be substituted for liquid chlorine.

1. Approved types are calcium hypochlorite or sodium hypochlorite.
2. Commercial types of calcium hypochlorite are known as HTH, Perchloran and Pittchlor.
3. Sodium hypochlorite is known commercially as liquid laundry bleach.

F. High test calcium hypochlorine or bleaching powder must be prepared as a water mixture introduction into the water mains.

1. The powder should first be made into a paste and then be thinned to approximately a 1% chlorine solution (10,000 PPM).
2. The chlorinating agent shall be injected into the beginning of the new pipeline extension or any valved section.
3. The Contractor shall supply the proper type chemical pump, piping and make up water to inject the solution into the main.
4. The amount of 1% chlorine water solution required to give twenty-five (25) PPM chlorine in 1,000 feet of various size water mains is as follows:

<table>
<thead>
<tr>
<th>Pipe Diameter (Inches)</th>
<th>Gallons of Water</th>
<th>Pounds of High-Test Calcium Hypochlorite (65% to 70% Cl)</th>
<th>Gallons of Liquid Laundry Bleach (5.25%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot;</td>
<td>4</td>
<td>0.53</td>
<td>0.94</td>
</tr>
<tr>
<td>8&quot;</td>
<td>7</td>
<td>0.93</td>
<td>1.65</td>
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<td>10&quot;</td>
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<td>2.35</td>
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<td>12&quot;</td>
<td>15</td>
<td>2.00</td>
<td>3.53</td>
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<td>16&quot;</td>
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<tr>
<td>30&quot;</td>
<td>90</td>
<td>12.00</td>
<td>21.18</td>
</tr>
</tbody>
</table>

5. Following chlorination, lines shall not be put into service until the strong chlorine solution has been flushed and safe bacteria tests have been completed.

End of Section
WATER SERVICE CONNECTIONS

PART ONE - GENERAL

1.01 Requirements Included

A. The materials for water services shall meet the following specifications.

1.02 Allowances and Unit Prices

A. Measurement

1. Measurement of pressure service lines shall be per individual service line, complete, and in place, to a point inside the right-of-way line. This item includes a meter yoke and the required valves and fittings for each service line, unless otherwise specified by the proposal.

B. Payment

1. Payment for pressure service lines will be made at the contract price specified in the proposal, per completed service lines.

PART TWO - PRODUCTS

2.01 Products and Manufacture

A. Service Boxes

1. Water service boxes shall be screw type cast iron with a 2-1/2 inch shaft diameter, capable of extension from 42 to 60 inches.
2. The shaft lid shall be marked "Water" and secured with a brass or bronze bolt inlaid level with a lid surface.
3. The foot piece shall straddle the service valve.

B. Service Valve

1. Service valves shall be constructed of cast brass or bronze.
2. They shall be designed to receive copper tube or plastic tube (CTS) on both sides for the size and type of service pipe specified unless otherwise approved by the Engineer.
3. The minimum size of the service valve shall be 3/4 inch.
4. Service valves shall be of the tee head type, without stop, with a Teflon coated plug or ball, as specified by the Engineer.

C. Corporation Stops
1. Corporation stops shall be cast bronze construction including body, key, stem, washer and nut.
2. They shall be precision fitted and have ground key stops.
3. The inlet thread shall be AWWA C800, Figure 1.
4. The service pipe connection shall be for copper water tube or plastic tube (CTS) with a long, straight coupling nut with AWWA C800 Figure 2 and Figure 3 thread as specified by the Engineer.
5. The minimum size of the corporation stop shall be 3/4 inch.

D. Service Tubing

1. Water service tubing from the water main to the service valve or outside meter setting and to the inside meter from the service valve shall be copper, plastic, or as approved by the Engineer.
2. The minimum size of service tubing between the corporation stop and the service valve or outside meter yoke shall be 3/4 inch.
3. Copper service tubing shall conform to the dimensions, weights, and tolerances stated in Table No. 11 of ASTM B-88, "Copper Water Tube," for Type 'K'.
   a) The copper tube shall be heavy wall for underground installations and furnished with a bending temper which will permit its being bent cold 180 degrees around a pin of a diameter 1-1/2 inch times the inside diameter of the pipe without cracking.
   b) It shall be free from cracks, seams, scales, slivers and other defects and meet weights and dimensions:

<table>
<thead>
<tr>
<th>Size</th>
<th>Inside Diameter</th>
<th>Outside Diameter</th>
<th>Thickness</th>
<th>Wt./Ft., Lbs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
<td>.745</td>
<td>.875</td>
<td>.065</td>
<td>.641</td>
</tr>
<tr>
<td>1&quot;</td>
<td>.995</td>
<td>1.125</td>
<td>.065</td>
<td>.839</td>
</tr>
<tr>
<td>1-1/4&quot;</td>
<td>1.245</td>
<td>1.375</td>
<td>.065</td>
<td>1.036</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>1.401</td>
<td>1.625</td>
<td>.072</td>
<td>1.360</td>
</tr>
<tr>
<td>2&quot;</td>
<td>1.959</td>
<td>2.125</td>
<td>.083</td>
<td>2.062</td>
</tr>
</tbody>
</table>

4. Plastic service tubing shall meet or exceed the requirements of ASTM F876, F877, CSA B137.5 and PPI TR-3, and be certified to NSF Standards 14/61 and AWWA C901 or C904.
   a) It shall meet the requirements of ASTM F2023 for chlorine resistance.
   b) It shall be produced in SDR 9 copper tube sizes (CTS) 200 psi rating, shall be compatible with AWWA C-800 compression nut fittings and axial compression-sleeve fittings certified to ASTM F2080, CSA B137.5 and NSF-pw meeting the following weights and dimensions:

<table>
<thead>
<tr>
<th>Size</th>
<th>Inside Diameter</th>
<th>Outside Diameter</th>
<th>Thickness</th>
<th>Wt./Ft., Lbs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
<td>.681</td>
<td>.875</td>
<td>.097</td>
<td>.10</td>
</tr>
<tr>
<td>1&quot;</td>
<td>.875</td>
<td>1.125</td>
<td>.125</td>
<td>.17</td>
</tr>
<tr>
<td>1-1/4&quot;</td>
<td>1.069</td>
<td>1.375</td>
<td>.153</td>
<td>.26</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>1.263</td>
<td>1.625</td>
<td>.181</td>
<td>.36</td>
</tr>
<tr>
<td>2&quot;</td>
<td>1.653</td>
<td>2.125</td>
<td>.236</td>
<td>.61</td>
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c) Plastic service tubing shall be furnished with blue solid 12 gage tracer wire which shall be placed directly over the installed service line connected to the service saddle on one end and extending up through the curb box on the other end. The end of the wire extending through the curb box shall have a length of ±5' so that it can extend out of the curb box for ease of connection during tracing operations.

E. Meter Pit Barrel

1. The meter pit barrel for outside meter pits shall be of concrete or vitrified clay, 30 inches in length with a minimum internal diameter of 20 inches for 5/8 inch and 3/4 inch water meters.
2. The barrel shall have 2 notches in the bottom edge on opposite sides of the barrel approximately 4 inches deep and 2 inches wide to receive the service pipes.

F. Meter Box Covers

1. The meter box covers for 5/8 inch and 3/4 inch meter pits shall be of the double lid type which shall provide maximum frost protection unless otherwise approved by the Engineer.
2. The meter box top cover and frame shall be of cast iron with an 11-1/2 inch lid opening.
3. The double lid assembly shall be ~10 inches in depth and the bottom flange shall fit on the meter pit barrel.
4. The top lid of the meter box cover shall be furnished with a locking device which will unlock the cover from the frame and raise the cover at the same time.
5. The lifterlock bolts shall be of forged silicon-bronze to the standard AWWA pentagon pattern.
6. The inner lid of the double lid assembly shall be made of an acceptable ferrous material.
7. The meter box cover, lid and extension rig shall be of an I.D. acceptable and “reduce” properly to the appropriate sized tile, as specified.

G. Meter Yokes

1. All 5/8 inch, 3/4 inch and 1 inch meters shall be supported by a riser yoke with a valve set at each end.
2. The yoke body shall be iron and the brass valves shall be of the inverted key angle type, connected to the yoke with brass lock nuts.
3. The yoke shall contain a brass expansion connection which can be expanded to make the meter watertight in the yoke and contract to allow the meter to be removed.
4. The inlet and outlet shall be for copper tube connections.
5. Provisions shall be made to install a 5/8 inch meter in a yoke with a 1-inch inlet valve and a minimum 3/4 inch outlet valve.
6. Provisions shall also be made to install a 3/4 inch meter in a 1 inch service and a 1 inch meter in a 1 inch, 1-1/4 inch, and a 1-1/2 inch service.
PART THREE - EXECUTION

3.01 Installation

A. Pressure Service Lines

1. House service connections to water mains shall not be installed until their location has been indicated or approved by the Engineer, and the Contractor has accurately measured and recorded the distance from the centerline of the service line to the centerline of the nearest intersecting street and obtained the necessary permits.

2. Water service pipes shall be "Type K" copper or SDR 9 plastic (CTS) and the pipe, valves, and other components of the water service shall all meet the material specifications division of these specifications or as approved by the Engineer.

3. The water service line shall begin with a tap into the water main and terminate at the location indicated on the construction plans.
   a. Extension of the water service line from the meter box or valve to a point of connection with the house or building water service shall be of copper, plastic, or as approved by the Engineer.
   b. Cover on all service pipe shall be maintained at 42 inches.

End of Section
PART ONE - GENERAL

1.01 Requirements Included

A. Valves and gates of the sizes and types specified or shown on the construction drawings shall be provided for the proper completion of the work included under the project.

B. Operating nuts, gaskets, bolts, and nuts and all necessary appurtenances for a complete installation of the valves and gates shall be furnished with the valves.

C. All valves shall open and close as per the requirements of the Owner's Utilities Department. This must be verified by the Contractor prior to ordering all valves within this project.

1.02 Submittals

A. Provide a minimum of three (3) copies of the manufacturer's product data for the Engineer's review.

PART TWO - PRODUCTS

2.01 Products and Manufacture

A. The construction drawings may state which type of valve is to be used.

B. If the type is not stated and only the size is given, the gate type shall be used for sizes up to and including 12 inch valves.

C. Gate Valves

1. Gate valves for buried pipe lines shall be iron body, resilient seated gate valves with nonrising stems in accordance with AWWA C509, "Resilient Seated Gate Valves, 3 Inch through 48 Inch NPS for Water Systems" or AWWA C515, "Reduced-Wall, Resilient Seated Gate Valves for Water Supply Service."

2. The gate valves shall be furnished with the O-ring type stem seal.

3. The direction of opening valves shall be as approved by the Engineer.

4. The ends of the valve shall be either bell, mechanical joint, flange or as specified.

5. Mechanical joint bell ends will be used in buried water mains of mechanical joint and rubber seal type joint cast iron or ductile iron.

6. Bell and flange ends will be used in exposed ductile iron piping at the locations shown on the construction drawings.

7. Gate valves for buried pipe lines shall be furnished with the proper size wrench nuts and extensions for ease of operation.
8. Nuts shall have a flanged base upon which shall be cast an arrow 2 inches long showing the direction of opening and the word "OPEN" in ½ inch or larger letters shall be cast on the nut to indicate clearly the direction to turn the wrench when opening the valve, open right nuts shall be painted red.

D. Tapping Sleeves and Tapping Machine Valves

1. Tapping sleeves and tapping machine valves of the size specified shall be furnished by the Contractor at the locations shown on the construction drawings or set by the Engineer when it is necessary to make a branch main connection into an existing water main under pressure.

2. The tapping sleeve may be of the mechanical joint type. Retainer glands shall be used to prevent rotation.

3. It shall be installed in such a manner as to provide a watertight joint with both sections of the sleeve and the existing water main.

4. The sleeve shall be installed so that the axis of the center of the valve opening is level.

5. The sleeve shall meet all of the requirements of these specifications for cast iron or ductile iron pressure pipe.

6. The sleeve shall meet all the requirements of ASTM A536 Grade 65-45-12 and shall be in compliance with NSF-61.

E. Cut-in Sleeves and Valves

1. Cut-in sleeves and valves of the size specified shall be furnished by the Contractor at the locations shown on the construction drawings or set by the Engineer when it is necessary to install a valve in an existing water main which can be safely shut off for a short period of time.

2. Both the cut-in sleeve and the cut-in valve shall have mechanical joint connections. Retainer glands shall be used to prevent rotation.

3. The installation shall be in such a manner as to provide water-tight joints between the sleeve, valve, and the existing water main.

4. The sleeve shall be installed so that the axis of the center of the valve opening is level.

5. The sleeve shall meet all of the requirements of these specifications for ductile iron pressure pipe.

6. The sleeve shall meet all the requirements of ASTM A536 Grade 65-45-12 and shall be in compliance with NSF-61.

F. Inserting Valves

1. Inserting valves of the size specified shall be furnished by the Contractor at the locations shown on the construction drawings or set by the Engineer when it is necessary to install a valve in an existing water main which cannot be practically shutdown during installation.

2. Inserting valves shall consist of a sleeve and a valve body. The sleeve shall be in two parts, which shall be installed around the main.

3. The inserting valve shall be installed in such a manner as to provide a water-tight joint with the existing water main.
4. The valve mechanism shall meet all the requirements of AWWA C509 or C515.

G. Valve Boxes

1. Valve box assembly shall be furnished for each buried valve unless the construction drawings and/or the proposal sheets specify a different type of valve enclosure.
2. The assembly shall consist of 3 pieces and a cover.
3. The cover shall be marked, "Water" and of the stay put type.
4. The valve box shall be screw type, cast iron with 5 1/4 inch shaft.
5. A round base which will enclose the valve bonnet shall be furnished with 6 inch and 8 inch valves.
6. An oval base shall be supplied with valves larger than 8 inches.

H. Combination Air Valve

1. Combination air valve shall consist of a Kinetic Air & Vacuum Valve and Air Release Valve.
2. Combination air valve of the size specified shall be furnished by the Contractor at the locations shown on the construction drawings or set by the Engineer.
3. Shall be sized according to the manufacturer's specifications.
4. Inlet and outlet shall be of the same nominal size with connections being NPT, standard.
5. The body and cover shall be of cast iron conforming to ASTM A126, Class B.

PART THREE - EXECUTION

3.01 Installation

A. Valves for Water Mains

1. General: Valves of the sizes and types indicated shall be located as shown on the construction drawings installed in accordance with the following specifications applicable to each type of valve.
2. Type: Each type valve shall be installed in accordance with the specification for the particular type listed in these specifications.
3. Gate Valves
   a. Gate valves shall be installed of the size and at the location shown on the construction drawings and or as set by the Engineer.
   b. Vertical valves shall be set plumb and horizontal valves installed so that the valve body is level.
   c. The valves shall be set to the new pipe in the manner specified for cleaning, laying and jointing pipe.
   d. Mechanical joint or push on type shall be used for buried pipe lines, except that watch valves on fire hydrant leads shall be mechanical joint for anchoring purposes unless otherwise approved.
4. Tapping Sleeves and Tapping Valves
a. Tapping sleeves and tapping machine valves of the size specified shall be installed by the Contractor at the locations shown on the construction drawings when it is necessary to make a branch main connection into an existing water main under pressure.
b. The tapping sleeve may be of the mechanical joint type.
c. It shall be installed in such a manner as to provide a water-tight joint with both sections of the sleeve and the existing water main.
d. A contractor experienced in this type of work shall make the cut into the existing water main under pressure and as approved by the Engineer.

5. Cut-In Sleeves and Valves
a. Cut-in sleeves and valves of the size specified shall be installed by the Contractor at the locations shown on the construction drawings when it is necessary to install a valve in an existing water main which can be safely shut off for a short period of time.
b. The cut-in sleeve and valve shall be installed in such a manner as to provide water-tight joints between the sleeve, valve, and existing water main.
c. The sleeve shall be installed so that the axis of the center of the valve opening is level.
d. A contractor experienced in this type of work shall make the installation as approved by the Engineer.

6. Inserting Valves
a. Inserting valves of the size specified shall be installed by the Contractor at the locations shown on the construction drawings when it is necessary to install a valve in an existing water main under pressure which cannot be practically shut down during installation.
b. Each inserting valve shall consist of a two-part sleeve and a valve body. The sleeve shall be installed around the water main. After the main is drilled and a section removed, the valve body containing the gate valve mechanism is inserted in the sleeve.
c. The inserting valve shall be installed in such a manner as to provide a water-tight joint with the existing water main.
d. The sleeve and valve shall be installed so that the axis of the center of the valve opening is level.
e. A contractor experienced in this type of work with access to the special equipment required to make the complete installation according to the manufacturer's recommendations shall make the installation after obtaining the Engineer's approval.

7. Valve Boxes
a. A valve box shall be provided for every operating nut of a buried gate valve with operating mechanism fully protected with a ductile iron grease case.
b. The valve box shall be set free of and not rest on the valve. It shall be centered and plumb over the wrench nut of the valve.
c. The box cover shall be flush with the finished grade or at such other level as may be directed by the Engineer.

8. Combination Air Valves
a. Generally will be installed in a manhole with a vented lid.
b. Can come up off the pipe with a nipple and a saddle and an extension. No bends shall be permitted in the extension, if used.
c. The use of fiberglass insulation shall be placed inside manhole to prevent line and valve from freezing.

B. Water Valve Abandoned

1. General: Valves of the sizes and types indicated shall be abandoned during construction of the proposed water main. The valve box shall be removed. Any remaining appurtenances must be removed to a minimum of one foot below the finished subgrade or ground service.

End of Section
WATER UTILITY DISTRIBUTION FIRE HYDRANTS
33 12 19

PART ONE - GENERAL

1.01 Requirements Included
   A. This work shall consist of furnishing all labor, materials and equipment to install the fire
      hydrants as shown on the detailed plans.

1.02 Submittals
   A. Provide a minimum of three (3) copies of the manufacturer's product data for the
      Engineer's review.

1.03 Submittals
   A. The manufacturer shall furnish the Engineer two copies of a certification that required
      tests on the various materials and on the completed hydrant have been made and that the
      results conform to the requirements of AWWA C502.
   B. The design information on the fire hydrant shall be furnished to the Engineer for
      approval prior to shipment of the material to the project.

1.04 Quality Assurance
   A. Fire hydrants shall conform to all applicable requirements of AWWA C502, "Dry-Barrel
      Fire Hydrants".

PART TWO - PRODUCTS

2.01 Products and Manufacture
   A. Dry-Barrel Fire Hydrants
      1. The fire hydrant type shall be as directed by the owner or engineer and shall
         comply with the Village/City standards.
      2. The contractor shall provide all hydrants in accordance with the Village Hydrant
         Standards.
      3. It shall be the contractor's responsibility to obtain this type and specification
         from the Village.
   B. Joints
      1. The hydrants shall be supplied with 6 inch mechanical joint hub inlet normally
         for 5 1/2' bury, NST.
2. Barrel extension sections complete with stem extensions shall be furnished for fire hydrants which are set with more than the above stated cover.

C. Ground Line

1. The hydrant shall incorporate a ground line breakable component and a cast iron safety stem coupling so designed that when the hydrant is subjected to severe impact, the special component will shear off at the ground line without damage to the hydrant barrel.
2. The main valve shall remain closed if the barrel section and upper stem is separated from the remainder of the hydrant.

D. Drain Valves

1. The fire hydrants shall be furnished with drain valves which will open when the main valve is closed and shall drain the stand pipe completely unless otherwise specified.
2. The drain valves shall close when the hydrant main valve is opened in such a manner that there will be no leakage through the waste outlets.

PART THREE - EXECUTION

3.01 Installation

A. Fire hydrants shall be set at the locations shown on the construction drawings or as directed by the Engineer.

B. They shall be installed in such a manner as to provide complete accessibility and also in such a manner that the possibility of damage from vehicles or injury to pedestrians will be minimized.

C. All gate valves on hydrant branches shall be placed adjacent to the mainline and anchored to the mainline tee with an anchoring piece having a laying length of 14 inches. The rest of the fire hydrant lead shall have restrained joints.

1. A mechanical joint anchoring tee may be substituted for the mainline tee and the hydrant watch valve connected to the anchoring tee.
2. Details of the fire hydrants are shown in the standard drawings.

End of Section