# CITY OF MASSILLON, OHIO

# 2013 LEVEE INFRASTRUCTURE IMPROVEMENT PROJECT

Bid Opening Date JULY 18,2013

#### **Director of Public Service and Safety**

City of Massillon Municipal Government Center Annex City Administration Building 151 Lincoln Way East Second Floor Massillon, Ohio 44646

Bidder:			
Date:			

Prepared by:
City of Massillon
Engineering Department
Massillon, Ohio

# **ADVERTISEMENT FOR BID**

#### LEGAL NOTICE

Sealed bids will be received by the Director of Public Safety and Service of the City of Massillon, Ohio ("Owner") until 1:30, pm, local time, on July 18, 2013, at the Office of said Director, Municipal Government Center Annex, The City Administration Building, 151 Lincoln Way East, Massillon OH 44646, for all labor, material, and services necessary for 2013 Levee Infrastructure Improvement Project (the "Project"), as more fully described in the Contract Documents prepared by the City of Massillon, Engineering Department ("Design Professional"). Bids received after this time will not be accepted. Bids will be opened publicly and read immediately thereafter. Subject to the right of the Owner to reject any or all bids, the Owner will award contracts to the bidder(s) submitting the lowest and best bid(s). Direct questions about the Project to the City Engineer, Keith A. Dylewski, P.E. Municipal Government Center Annex, The City Administration Building, 151 Lincoln Way East, Massillon, Oh, 44646.

Contract Documents may be obtained by contacting ARC-Cleveland/Eblueprint- 3666 Carnegie Ave., Cleveland, Ohio 44115, <a href="www.eBlueprint.com">www.eBlueprint.com</a>, voice: 216-281-1234, fax: 216-281-7607, upon payment of for each set, plus tax, shipping and handling. The fee is non-refundable.

Contract Documents may be reviewed without charge during business hours at the following location: The Office of the City Engineer, Municipal Government Center Annex, The City Administration Building, 151 Lincoln Way East, Second Floor, Massillon, Ohio 44646.

All bids must be accompanied by a Bid Guaranty in the form of either a Bid Guaranty and Contract Bond for the full amount of the bid (including all add alternates) or a certified check, cashier's check, or an irrevocable letter of credit in an amount equal to 10% of the bid (including all add alternates), as described in the Instructions to Bidders.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than November 15, 2013.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio Products, material, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of the Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

The work to be performed under this contract is also subject to Federal Labor Standards Provisions, including the payment of prevailing wage rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

No Bidder may withdraw its bid within sixty (60) days after the bid opening. The Owner reserves the right to waive irregularities in bids, to reject any or all bids, and to conduct such investigation as necessary to determine the lowest and best bidder for each contract.

James Johnson-Director of Public Safety and Service

Published in the INDEPENDENT on: \_\_June 26, 2013, July 3, 2013, July 10, 2013\_\_

# **INSTRUCTIONS TO BIDDERS**

#### **INSTRUCTIONS TO BIDDERS**

# **TABLE OF CONTENTS**

Α.	BIDDER'S PLEDGE AND AGREEMENT	1
B.	EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITION	IS
	AND RELIANCE UPON TECHNICAL DATA	1
C.	OWNER & DESIGN PROFESSIONAL	2
D.	PROJECT	2
E.	WORK	2
F.	ESTIMATE OF COST	2
G.	CONTRACT DOCUMENTS	2
H.	PREPARATION OF BIDS	3
l.	METHOD OF AWARD	5
J.	EXECUTION OF CONTRACT	7
K.	SUBSTITUTIONS/NON-SPECIFIED PRODUCTS	7
L.	ALTERNATES	8
M.	UNIT PRICES	8
N.	ADDENDA	8
Ο.	INTERPRETATION	9
P.	STATE SALES AND USE TAXES	9
Q.	DATE FOR SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES	9
R.	OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES	10
S.	MODIFICATION/WITHDRAWAL OF BIDS	10
T.	COMPLIANCE WITH APPLICABLE LAWS	_
U.	FINDINGS FOR RECOVERY	12
V.	PREVAILING WAGES	12
W.	OHIO PUBLIC WORKS COMMISSION FUNDING	12
X.	WPCLF and WSRLA CONTRACT REQUIREMENTS	12
Y.	2010 LPA TEMPLATE REQUIREMENTS	12

#### A. BIDDER'S PLEDGE AND AGREEMENT

1. Each Bidder acknowledges that this is a public project involving public funds and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional, and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

# B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA

- 1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Design Professional.
- 2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
- 3. The Bidder may rely upon the general accuracy of any technical data included in the Project Manual (e.g., soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Design Professional, or any of their agents or employees, with respect to any of the following:
  - (a) the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto;
  - (b) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

- (c) any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.
- 4. Each Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

#### C. OWNER & DESIGN PROFESSIONAL

1. The Owner is:

City of Massillon, Ohio 151 Lincoln Way East, Massillon, Ohio 44646

Telephone: <u>330-830-1700</u> Fax: <u>330-830-1764</u>

The Owner's Representative is James Johnson

Director of Public Safety and Service

2. The Design Professional (referred to as the "Design Professional" or "Engineer" in the Contract Documents) is:

The Owner is not using an outside Design Professional for this Project. All references to the Design Professional in the Contract Documents shall be deemed to refer to the Owner's representative identified in this section.

Telephone: <u>330-830-1722</u> Fax: <u>330-830-1786</u>

The Design Professional's Representative is City Engineer, Keith A. Dylewski, P.E., P.S.

#### D. PROJECT

 The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for <u>2013 Levee Infrastructure Improvement Project</u> (the "Project"), all in accordance with the Drawings and Specifications prepared by the Design Professional. The Project will be substantially complete November 15, 2013.

#### E. WORK

1. The Project consists of the following contract(s) for the work on the Project:

Bid Package # and Description

**Estimated Construction Cost:** 

<u>\$1,733,388.80</u>

Individual bid package estimates are provided for the Bidder's information only.

#### F. ESTIMATE OF COST

1. The total estimated construction cost for the base bid Work for the Project for which bids are being solicited at this time is \$1,733,388.80.

#### G. CONTRACT DOCUMENTS

 The Contract Documents consist of the Contract Documents listed in Section 1 of the Owner-Contractor Agreement.

Bidders may obtain a complete set of the Contract Documents from ARC-Cleveland/Eblueprint-3666 Carnegie Ave., Cleveland, Ohio 44115, <a href="www.eBlueprint.com">www.eBlueprint.com</a>, voice: 216-281-1234, fax: 216-281-7607, upon payment of for each set, plus tax, shipping and handling. The fee is non-refundable.

A complete set of the Contract Documents is available for examination, without charge, at the following location during normal business hours:

The office of the City Engineer, Municipal Government Center Annex, The City Administration Building, 151 Lincoln Way East, Second Floor, Massillon, Ohio 44646.

Bidders shall use and return complete sets of Contract Documents in preparing and submitting bids. Neither the Owner nor the Design Professional assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

The Owner or the Design Professional, in making the Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

#### H. PREPARATION OF BIDS

- 1. All bids must be submitted on the Bid Form furnished with the Contract Documents.
- 2. Fill in all blank spaces, in ink or typewritten, in words and figures, and in figures only where no space is provided for words: sign the Bid Form. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If both numbers and words are requested for any bid item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.
- 3. Bidders shall note receipt of all Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity, or quality of the Work to be performed in any material manner.
- 4. Each Bidder shall submit the following number of copies of its bid to the Owner: <u>one</u>. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- 5. Each Bid shall be enclosed and delivered in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows: Office of the <u>Director of Public Safety and Service</u>, <u>City Administration Building</u>, <u>Municipal Government Annex</u>, 151 <u>Lincoln Way East</u>, <u>Massillon</u>, Ohio 44646. The Bidder shall be responsible for delivering its Bid to this office and address for the bid opening before 1:30, p.m. (local time) on the date in the advertisement for bid.

If the Bidder is using a third party, e.g., Federal Express, to deliver its bid, the Bidder must comply with this provision by including on the outside packing envelope the foregoing information (i.e., the Bidder's name, the title of the Project, and the following phrase: "this package contains a bid – deliver immediately"). This information shall be printed in the upper left hand corner of the envelope.

- 6. The completed Bid Form shall be accompanied by the following documents:
  - a. Bid Guaranty (see Paragraph H.8 below).
- 7. The Bidder shall take the following precautions in preparing its bid:
  - a. Sign the bid and check to insure all blank spaces have been filled in with requested information and the specified accompanying documents (listed in Item 6 above) have been included in a sealed opaque envelope addressed as described in Item 5 above.

- b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.
- c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Bid Documents.
- d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
  - 1) The Bidder
  - 2) The Surety or Sureties
- e. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Item 8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. If an amount is inserted, the failure to state an amount equal to or greater than the total of the base bid and all add alternates that are accepted shall make the bid non-responsive.
- f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.
- g. <u>Combination Bids</u>. The Owner may provide the option of submitting a combination bid on the Bid Form.
  - (1) When there is an option for submitting a combination bid on the Bid Form, a Bidder desiring to submit a combination bid for two or more bid packages shall include both of the following on the Bid Form:
    - (a) the combination bid amount in the space provided, identifying the bid packages included in the combination bid amount; AND
    - (b) separate base bids for each bid package, including alternates, included in the combination bid in the places provided on the Bid Form for the individual bid packages.

NOTE: The individual cost amounts of each base bid need not total the combination bid amount.

#### 8. Bonds and Guarantees

- a. <u>Bid Guaranty</u>: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. The Bid amount shall be the total of all sums bid, including all add alternates with no deduction for any deduct alternates. **NOTE: AIA Bid Bond forms are not acceptable.**
- b. <u>Contract Bond</u>: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid (including all alternates), shall furnish a Contract Bond using the Contract Bond form included in the Contract Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA Bond forms are not acceptable.**
- c. The bond must be issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the Owner, in its sole discretion.

- d. All bonds shall be signed by an authorized agent of an acceptable Surety and by the Bidder.
- e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio, and a financial statement of the Surety.
- f. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- g. The name, address, and telephone and fax numbers of the Surety and the Surety's Agent should be typed or printed on each bond.

#### I. METHOD OF AWARD

- 1. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- 2. The Owner reserves the right to reject any, part of any or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. The Owner will award a single contract for each of the bid packages listed above or one or more combined contracts for combinations of the Bid Packages, unless it determines to reject one or more bid packages. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
- 3. Determination of the Bidder Submitting the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest and best bid, taking into consideration accepted alternates. In evaluating bids, the Owner may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which Bidder submitted the lowest and best bid or which Bidders submitted the lowest and best bids include the factors set forth below. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate.
  - a. <u>The Bidder's work history</u>. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and the Bidder's claims history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best bid.

The Owner may consider the Bidder's prior experience on other projects with the Owner and Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner and Design Professional as a willing, cooperative, and successful team member.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold such owners, design professionals (and construction managers) and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is

- expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.
- b. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
- c. The Bidder's prior experience with similar work on comparable or more complex projects.
- d. The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing and having claims filed against it.
- e. The Bidder's equipment and facilities.
- f. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
- g. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws.
- h. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
- i. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
- j. The Owner's prior experience with the Bidder's surety.
- k. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
- I. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.
- 4. The bidder will complete and submit to the Owner as part of the bid a completed Contractor's Qualification Statement (using the form included in the Project Manual), and thereafter will provide the Owner with such additional information as the Owner may request regarding the Bidder's qualifications.
- 5. The failure to submit requested information may result in the determination that the Bidder is not the lowest and best bidder.
- 6. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
- 7. <u>Contractor's Qualification Statement</u>. The Bidder will complete and submit to the Owner as part of the bid (using the form included in the Project Manual), The Contractor's Qualification Statement including the list of all proposed Subcontractors and Suppliers.
  - After approval by the Owner and Design Professional of the list of proposed Subcontractors, Suppliers, and manufactures submitted by the Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner and Design Professional.
- 8. <u>City of Massillon Business and Professional Questionnaire</u>. The Bidder will complete and submit to the Owner as part of the bid (using the form included in the Project Manual), City of Massillon Business and Professional Questionnaire a copy of which will be provided to the Income Tax department by the City Engineer's office.
- 9. <u>Affidavit as to Personal Property Taxes</u>. Each successful Bidder shall submit as part of the bid, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.
- 10. <u>Declaration of Material Assistance</u>. Each Bidder shall complete the Declaration of Material Assistance/Nonassistance to a Terrorist Organization form ("Declaration Form") issued by the

- Ohio Department of Public Safety, Division of Homeland Security. A copy of the Declaration Form is included with the Contract Documents.
- 11. OPWC proposal notes- Certificate of Compliance and Bidder Certification.
- 12. No Bidder may withdraw its bid within sixty (60) days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.
- 13. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
- 14. <u>Award of Contract</u>. The award of the Contract, when required, will only be made pursuant to a duly adopted resolution of the Owner.

#### J. EXECUTION OF CONTRACT

1. Within the time designated by the Design Professional after award of the Contract, the successful Bidder shall execute and deliver to the Design Professional the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

#### K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

- 1. Certain brands of material or apparatus are specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest and best bid.
- 2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
- 3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Design Professional a minimum of ten (10) working days before the bid date and hour. To facilitate the submission of requests, a Substitution Form is included in the Bid Documents. The Bidder shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the proposed product including manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Design Professional's decision on approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
- b. Requests submitted without adequate documentation;
- c. Requests received after the specified cut-off date.
- 4. When the Design Professional approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
- 5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work of other contractors, or any decrease in the performance of any equipment or systems to be

- installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
- 6. Following the award of the Contract, there shall be no substitutions for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.

#### L. ALTERNATES

- 1. The Owner may request bids on alternates. If the Owner requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.
- At the time of awarding the contract, the Owner will select or reject alternates as it determines is in
  its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by
  the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds
  for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be
  deemed material.
- 3. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.
- 4. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the Contract, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

#### M. UNIT PRICES

1. Where unit prices are requested in the Bid Form for a Prime Contract on which the Bidder submits a bid, the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

#### N. ADDENDA

- The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Design Professional will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
- 2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall <a href="NOT">NOT</a> be legally binding. All Addenda shall become a part of the Contract Documents.
- Bidders shall submit written questions to the Design Professional in sufficient time in advance of the bid opening to allow sufficient time for the Design Professional to respond. All Addenda will be issued, except as hereafter provided, and mailed or otherwise furnished to persons who have

- obtained Contract Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
- 4. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Eblueprint where copies of the Contract Documents are maintained. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Design Professional prior to the bid opening to verify the number of Addenda issued.
- 5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Design Professional any error, omission, inconsistency, or ambiguity therein.
- 6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
  - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
  - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

#### O. INTERPRETATION

- If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Design Professional's representative. Any interpretation of the proposed documents will be made by Addendum only, duly signed by the Design Professional, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents and Eblueprint where the Contract Documents are maintained. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
- 2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
- 3. Bidders are responsible for notifying the Design Professional in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

#### P. STATE SALES AND USE TAXES

1. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Construction Contract Exemption Certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

#### Q. DATE FOR SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES

1. <u>Date for Substantial Completion</u>. Each successful Bidder shall have its Work on the Project Substantially Complete (as Substantial Completion is defined in the Contract Documents) by the following date or within the Contract Time, as applicable to the Bidder's scope of work:

Contract

Date for Substantial Completion November 15, 2013 The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the Owner- Contractor Agreement. The Date for Substantial Completion Date and the Contract Time may be extended only by Change Order, by other Modification, or by a Claim that is Finally Resolved. By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.

- 2. Liquidated Damages. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion and/or Finally Complete within forty-five (45) days of achieving Substantial Completion, whichever may be applicable, the successful Bidder shall pay the Owner and the Owner may set off from amounts otherwise due the successful Bidder Liquidated Damages. The daily amounts of Liquidated Damages are set forth in the tables included in the Owner-Contractor Agreement. The total amounts of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete and/or to the extent that its Work is not Finally Complete more than forty-five (45) days after the Substantial Completion of its Work, i.e., number of late days times the per diem rate(s) for Liquidated Damages in the tables. In addition to such Liquidated Damages, the Bidder shall indemnify, defend, and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and consultants' fees and expenses, that arise out of or are related to the Bidder's failure to Substantially Complete its Work by its Date for Substantial Completion. The Bidder's obligations under this Section are joint and several.
- 3. The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Bidder's Work is not Substantially Complete by its Date for Substantial Completion and/or not Finally Complete by forty-five (45) days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

#### R. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

#### S. MODIFICATION/WITHDRAWAL OF BIDS

- 1. <u>Modification</u>. A Bidder may modify its bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner's Representative prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
- Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior
  to the bid deadline for the opening of bids established in the Legal Notice. The request to
  withdraw shall be made in writing to and received by the Owner's Representative prior to the time
  of the bid opening.
- 3. Withdrawal after Bid Deadline.

# The CITY OF MASSILLON, OHIO

THE UNDERSIGNED certifies that \_\_\_

personally and carefully examined the location of the proposes improvement; also that

Levee Infra	under the direction and to the satisfaction of the Orly Engineer and the Director of Fubilic Safety and Service, for the prices following, to wit. Levee Infrastructure Improvement Project			alety and Service, for the prices in	Ollowiilg, to wit.		
			6,	SEPARATE UNIT PRICES IN ARABIC NUMBERS	NUMBERS	TOTAL PRICES WRITTEN	ITTEN
STATE ITEM	DESCRIPTION	QUANITY	UNIT	MATERIAL (A) DOLLARS CENTS	LABOR (B) DOLLARS CENTS	IN ARABIC NUMBERS (C)  DOLLARS CEN	ERS (C) CENTS
	ROADWAY						
202 Spec	24" and Less Pipe Cleanout	3730	L.F.				
202 Spec	Greater than 24" Pipe Cleanout	2432	L.F.				
202	Manhole Removed	3	EACH				
202	Concrete Channel and Headwall Removed	_	LUMP SUM				
202	Pipe Removed	145	L.F.				
202	Plug and Fill Conduit	49	L.F.				
202	Structure Removed	1	ЕАСН				
					TOTAL ROADWAY		
	DRAINAGE						
603	18" Type B Conduit	30	L.F.				
603	Concrete Collar	3	EACH				
604	Drainage Manhole Mass 1048A	<b>~</b>	ЕАСН				
604	Catch Basin Type : ODOT 2-5 Cast-in-Place	_	EACH				
808	Wall Mounted 15" Automatic Drainage Gate	_	EACH				
810	18" Host Pipe Slip Lining	110	L.F.				
810	42" Host Pipe Slip Lining	105	L.F.				
810	48" Host Pipe Slip Lining	492	L.F.				
810	60" Host Pipe Slip Lining	270	L.F.				
810	66" Host Pipe Slip Lining	80	L.F.				
811SPEC	3'-42" Host Pipe Cast in Place Grouting Sleeve	2	EACH				
813	12x7'9" Concrete Culvert Joint Repair and Seal	12	EACH				
					TOTAL DRAINAGE	10	

	SANITARY				
603	14" DUCTILE IRON PIPE	10	L.F.		
603	20" DUCTILE IRON PIPE	10	L.F.		
603	24" DUCTILE IRON PIPE	10	L.F.		
603	18" SDR35	14	L.F.		
603	27" SDR35	8	L.F.		
603	30" SDR35	49	L.F.		
603	36" SDR35	8	L.F.		
603	42" SDR35	42	L.F.		
604Spec	Sanitary Manhole Mass 1048AGS(5'Dia.)	1	EACH		
604Spec	Sanitary Manhole Mass 1048AGS(6'Dia.)	2	EACH		
604Spec	Sanitary Manhole Mass 1048AGS(7'Dia.)	2	EACH		
604Spec	604Spec Sanitary Siphon Chamber	1	EACH		
604Spec	Sanitary Siphon Chamber Rehabilitation	5	EACH		
811	8" Cure in Place Pipe	450	L.F.		
811	10" Cured in Place Pipe	890	L.F.		
811	15" Cured in Place Pipe	440	L.F.		
811	18" Cured in Place Pipe	440	L.F.		
811	14" Replace Protective Coating (Epoxy)	460	L.F.		
811	20" Replace Protective Coating (Epoxy)	460	L.F.		
811	24" Replace Protective Coating (Epoxy)	460	L.F.		
	CICHELLO			TOTAL SANITARY	
	INCIDENTALS				
604Spec	Field Office	_	LUMP SUM		
603	Construction Staking	_	LUMP SUM		
603	Mobilization	1	LUMP SUM		
				TOTAL INCIDENTALS	
				BASE BID TOTAL	

- a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
  - (1) the price bid was substantially lower than the other bids;
  - (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
  - (3) the bid was submitted in good faith; and
  - (4) the Bidder provides written notice to the Owner, to the attention of the Owner's Representative, within two (2) business days after the bid opening for which the right to withdraw is claimed.
- b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
- c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

#### T. COMPLIANCE WITH APPLICABLE LAWS

- i. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
  - 1. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
  - Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.
  - 3. <u>EQUAL EMPLOYMENT OPPORTUNITY OFFICE</u>, 151 Lincoln Way East, Municipal Government Annex, City Administration Building, Massillon, OH 44646, (330) 830-1716, c/o /EEO

#### **U. FINDINGS FOR RECOVERY**

1. By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

#### **V. PREVAILING WAGES**

i. For "Construction" projects as defined in Section 4115.03 of the Ohio Revised Code, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, for such "Construction Projects," the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code. Refer to the Prevailing Wage rates at the end of the specification book.

#### W. OHIO PUBLIC WORKS COMMISSION FUNDING

i. For projects funded in whole or in part by the Ohio Public Works Commission, the State of Ohio Equal Employment Opportunity Requirements and Bid Conditions for OPWC-Assisted Construction Projects shall apply and Bidders must conform to its requirements, including but not limited to furnishing the required certifications with Bidder's bid. These requirements are included in the bid documents.

# X. WATER POLLUTION CONTROL LOAN FUND (WPCLF) and WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) FUNDING

i. For projects funded in whole or in part by the EPA, the State of Ohio Equal Employment Opportunity Requirements and Bid Conditions for WPCLF AND WSRLA Construction Projects shall apply and Bidders must conform to its requirements, including but not limited to furnishing the required certifications with Bidder's bid. These requirements are included in the bid documents.

#### Y. 2010 LPA TEMPLATE REQUIREMENTS

1. For projects funded in whole or in part by the *State of Ohio*, the ODOT 2010 LPA Template (ODOT Spec Book and LPA Spec Book) has been incorporated, the bidder agrees to all of the provisions and Bid Conditions for LPA Construction Projects shall apply. Bidders must conform to its requirements, including but not limited to furnishing the required certifications with Bidder's bid. These requirements are included in the bid documents.

#### **END OF INSTRUCTIONS TO BIDDERS**

#### **BID FORM**

#### **BID FORM**

1.01	BID SUBMITTED BY:
	(Contractor)
	Date bid submitted:
1.02	DELIVER TO:
	City of Massillon, Ohio
	City Administration Building
	151 Lincoln Way East
	Attention: James Johnson, Director of Public Safety and Service
1.03	Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project entitled <b>2013 Levee Infrastructure Improvement Project</b> Including having also received, read, and taken into account the following Addenda:
	Addendum No. Dated
	and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.
1.04	Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Instructions to Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (O.R.C. 5719.042), Owner-Contractor Agreement, General Conditions of the Contract (EJCDC C-700, 2002) (as modified), Drawings, Project Specifications, and other Contract

**1.05 BONDS AND CONTRACT:** If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders.

Documents. Failure to comply with provisions of the Contract Documents may be cause for

- **1.06 COMPLETION OF WORK:** In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to substantially complete its Work as required by the Contract Documents.
- **NOTE A:** The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.
- NOTE B: Bidder is cautioned to bid only on the Brands or Standards specified.

disqualification of the bid.

#### 2.01 BID:

Include the cost of all labor and material for the contract listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deletion from the base bid amount (if there is no indication whether the amount for an alternate is an addition or a deletion, the amount shall be a deduction). If there is difference between the total bid amount and the total of the individual amounts for labor and materials stated under a bid package, the total of the individual amounts shall be the amount deemed to be inserted in the blank for the total labor and materials for each bid package.

BID PACKAGE 1:	BASE BID (from Unit Price
ALL LABOR AND MATERIALS for the sum of \$	
(Bid amount stated in wo	ords)
This amount includes the following for labor and materials:	Labor: \$
	Materials: \$
Alternates for Bid Package 1:	
Alternate	
Add the following amount to the Base Bid: \$	
This amount includes the following for labor and materials:	Labor: \$
COMBINED BID This combined bid includes Bid Packages:	
ALL LABOR AND MATERIALS for the sum of \$	
(Bid amount stated in wor	<del>rds)</del>
This amount includes the following for labor and materials:	Labor: \$
	Materials: \$

#### 3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.
- **4.01 BIDDER CERTIFICATIONS.** The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:
  - 1. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
  - 2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Design Professional.
  - 3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including the location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could not have been discovered by such an investigation.
  - 4. The Bidder represents, understands and agrees that a) the Claim procedures in the Modified General Conditions are material terms of the Contract Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the

Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.

- 5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
- 6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
- 7. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
- 8. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 9. The Bidder agrees to furnish any information requested by the Design Professional or the Owner's authorized representative to evaluate that the Bidder is the best bidder and that the bid is responsive to the specifications.
- 10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
- 11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF BIDDER:	
BIDDER IS (check one): sole prop	prietor partnership corporation other legal entity
NAME & TITLE OF PERSON LEGAL	LY AUTHORIZED TO BIND BIDDER TO A CONTRACT:
Name	Title
DATE SIGNED:	SIGNATURE:
	ADDRESS:
	TELEPHONE:
	FAX:
	FEDERAL TAX I.D. #

	 -	
lame		
	Address	
lame	 	
	Address	
lame	 	
lame	Address	
lame	 	
	Address	
ame	 	

**END OF SECTION** 

# BID GUARANTY AND CONTRACT BOND

(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
("Contractor") as principal and
as surety are hereby held and firmly bound unto the City of Massillon, Ohio, as obligee in the
penal sum of the dollar amount of the bid submitted by the principal to the obligee on, 20, to
undertake the construction of [insert type of
work] related to the 2013 Levee Infrastructure Improvement Project ("Project"). The penal sum referred to herein
shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive Alternates 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 add Alternates.
Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add
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, 20

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for work on the 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 percent (10%) 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 percent (10%) 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 (10) 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 principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, 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 materialman 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; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; 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 therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this	day of, 20	
	PRINCIPAL	
	Ву:	
	Printed Name & Title:	
	SURETY	
	By:	
	Printed Name & Title:	
	Surety's Address:	
	Surety's Telephone Number:	
	Surety's Fax Number:	
	SURETY'S AGENT	
	Surety's Agent's Address:	
	Surety's Agent's Telephone Number:	
	Surety's Agent's Fax Number:	

#### **CONTRACT BOND**

(O.R.C. § 153.57)

		RESENTS, that we, the undersigned ("Contractor"), as principal, and, as surety, are hereby held
and firmly bound unto the City of M	lassillon, Ohio	("Owner") as obligee, in the penal sum of
		Dollars (\$), for the payment of which well and truly to
be made, we hereby jointly and sev	verally bind ou	rselves, our heirs, executors, administrators, successors, and assigns.
THE CONDITION OF THE	ABOVE OBL	IGATION IS SUCH that whereas, the above-named principal did on the $\_$
day of		, 20, enter into a contract with the Owner for related
to 2013 Levee Infrastructure Imp	orovement Pr	<u>roject</u> ("Project"), which said contract is made a part of this bond the
same as though set forth herein:		
		faithfully do and perform the things agreed by the Contractor to be done
and performed according to the ter	ms of said co	ntract; and shall pay all lawful claims of subcontractors, materialmen, and
laborers, for labor performed and	materials furni	shed in the carrying forward, performing, or completing of said contract;
we agreeing and assenting that thi	s undertaking	shall be for the benefit of any materialman or laborer having a just claim,
as well as for the obligee herein; the	en this obliga	tion shall be void; otherwise the same shall remain in full force and effect;
it being expressly understood and	agreed that th	e liability of the surety for any and all claims hereunder shall in no event
exceed the penal amount of this ob	oligation as he	rein stated.
The said surety hereby st	inulates and a	grees that no modifications, omissions, or additions in or to the terms of
•	•	_
·	•	tions therefore shall in any wise affect the obligations of said surety on its
·	ce or any suc	h modifications, omissions or additions to the terms of the contract or to
the work or to the specifications.	J C	20
Signed and sealed this	day of _	, 20
(PRINCIPAL)		(SURETY)
Ву:		Ву:
Printed Name & Title:		Printed Name & Title:
Timed Name & Tide.		Timed Name & Title.
		Surety's Address:
		·
		Surety's Telephone Number:
		Surety's Fax Number:
		NAME OF SURETY'S AGENT
		Surety's Agent's Address:
		Surety's Agent's Telephone Number:

Surety's Agent's Fax Number:

### **CONTRACTOR'S QUALIFICATION STATEMENT**

\*This form must be submitted with each bid in order for the bid to be deemed responsive. If additional space is needed please attach applicable sheets.

City of Massillon, Ohio

City Administration Building

SUBMITTED TO:

			Massillon, Ohio 44646		
SUBN	/IITTED I	BY:			
NAME	E:				
ADDF	RESS:				
PRIN	CIPAL O	FFICE:_			
[ ] Cc	orporation	n	[ ] Partnership [ ] Individual	[ ] Joint Venture	[ ] Other
NAME	E OF PR	OJECT:			
1.	ORGA 1.1	NIZATIO How m	ON nany years has your organization been	n business as a Contra	ctor?
	1.2	How m	nany years has your organization been	n business under its pro	esent business name?
		1.2.1	Has ownership of this company chan If yes, list prior owners		
		1.2.2	Under what other or former names ha	s your organization ope	erated?
	1.3	If your	organization is a corporation, answer t	ne following:	
		1.3.1	Date of incorporation:		-
		1.3.2	State of incorporation:		-
		1.3.3	President's name:		
		1.3.4	Vice President's name(s):		
		1.3.5	Secretary's name:		-
		1.3.6	Treasurer's name:		-
	1.4	If your	organization is a partnership, answer t	ne following:	
		1.4.1	Date of organization:		
		1.4.2	Type of partnership (if applicable):		_
		1.4.3	Name(s) of general partner(s):		
	1.5	If your	organization is individually owned, ans	wer the following:	
	1.6	1.5.1 1.5.2 If the fo	Date of organization: Name of owner: orm of your organization is other than t		ribe it and name the principals:

	1.7	s your firm currently in bankruptcy? Yes No						
		1.7.1 Has this firm or any other firm owned by the same owner been in bankruptcy in the past five years? Yes No						
	1.8	Are your company headquarters located in the City of Massillon? Yes No Stark County? _Yes No List address						
	1.9	How many of the employees employed by you currently are residents of the City of Massillon/Sta County?  City of Massillon Number =Stark County Number =						
2.	LICE	NG						
	2.1	List jurisdictions and trade categories in which your organization is legally qualified to do business, ar indicate registration or license numbers, if applicable.						
	2.2	List jurisdictions in which your organization's partnership or trade name is filed.						
3.	EXPE	ENCE						
	3.1	List the categories of work that your organization normally performs with its own forces.						
	3.2	Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)						
		3.2.1 Has your organization ever failed to complete any work? Yes No						
		3.2.2 Within the last five (5) years has your organization or any of its officers initiated any Claims, has any Claims initiated against it or them, or been involved in or is currently involved in an mediation or arbitration proceedings or lawsuits suits related to any construction project, or has any judgments or awards outstanding against it or them? Yes No						
		If the answer is yes, please attach the details for each Claim, including the names and telephor numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis f the Claim, and the outcome.  Note: As used in this document "Claim" means a Claim initiated under the Contract Documen for a project.						
		3.2.3 Within the last five years, have any performance bonds been activated against your company by owners/supervisors of projects?  If yes, who activated the bond and when?						
		3.2.4 Within the last five years, have you had to forfeit any contract: Yes No						
		3.2.5 Within the last five years, has your company been cited for violations of unemployment laws?  Yes No  If yes_explain						
		If yes, explain						

	3.2.7	wage laws? Ye	S	No	een cited for violations of f	
	3.2.8	Act (FLSA)? Ye	es	No	een cited for violations of t	
	3.2.9	Health Administ	ration (OSHA	) regulations? Ye	een cited for violations of 0	<u>_</u>
3.3	of anot		when it failed		of your organization ever bonstruction contract?	een an officer or principal
					tance, including the name reason(s) the contract wa	
3.4	of mor	e than \$100,000	.00, giving th	e name of proje	cation has in progress with ect, contract amount, perceign professional and its tel	ent complete, scheduled
Project And V	Vork	Contract Amount	Percent Complete	Scheduled Completion	Owner's Representative &	Engineer's Or Architect's Representative Name 8
		7		Date	Telephone Number	Telephone Number
		,		Date	Telephone Number	
		,		Date	Telephone Number	
		,		Date	Telephone Number	
				Date	Telephone Number	
				Date	Telephone Number	
	3.4.1				Telephone Number	Telephone Number
	3.4.1	State total amount of the preceding completion date	unt of work in g 12 months, he: Yes_	progress and und		Telephone Number

Contract Sum	Final Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number
	Contract Sum	Contract Sum Final Sum	Contract Sum Final Sum Representative &

3.5.1 Provide the following information for each public project your organization has had within the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

Project And Work	Contract Sum	Final Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

3.5.2 State average annual amount of construction work your organization has performed during the last five years.

	3.5.3	board, or any direct	oroperates or h	members of your organization's managementpresident, chairman of theoperates or has operated another construction company during the last the member of management and the name of the construction company.						
3.5.4 If your organization is operating under a trade name registration with the Secretar the State of Ohio, identify the entity for which the trade name is registered. If none,										
	3.5.5.	If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."								
3.6	manage Project the last	ement role on the P Manager, and Projec	roject, including of the Superintendent of the person we	without limitatio . For each pers	on the Project son listed, inclu	each person who will fill a Executive, Project Engineer, ude with the other information phone number of the Design				
Name		Title	Education and Training	Years Experience	Years with Company	Project and Contact				
		o program? ogram they								
		Is your apprenticeship program certified by the State or Department of Labor?  Yes No								

3.7.1 If you do not have the	e necessary equipmen	t for this project, ho	w do you intend	to obtain it?	
<u></u>					
3.8 Has your company ever work	ed on a project for the	City of Massillon be	efore?		
Yes No If yes, what was the project a	nd when was it perfori	med?			
4. REFERENCES					
List the names of material su		ctors used currently	or recently on p	rojects most	
similar to the one being bid (L	ist 4 of each)				
Supplier	Address	Contact Pe	rson F	Phone Number	
Subcontractor	Address	Contact Pe	rson F	Phone Number	
4.2 Rank References:					
4.2 Bank References:					
4.3 Surety:					
4.3 Surety:	ompany:				
4.3 Surety:					

3.7

Please complete the following equipment profile.

#### FINANCING

#### 5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof.
- 5.1.3 Is the attached financial statement for the identical organization named on page one?
- 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Will the organization whose financial statement is attached act as guarantor of the contract for construction? Yes\_\_\_\_ No \_\_\_\_

**Certification.** The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

#### SIGNATURE

	Dated at this day	of	, 20	
	Name of Organization:			
	Ву:		[PRINT NAME]	I
	Signature:			
	Title:		_	
and sufficiently	complete so as not to be	_, being duly sworn, d e misleading.	eposes and says that the inf	formation provided herein is true
Subscri	bed and sworn before m	e this day of _	20	
		Notary Public		
		My Commission Expi	res:	

**SEAL** 

CITY OF MASSILLON INCOME TAX DEPARTMENT ONE JAMES DUNCAN PLAZA P.O. BOX 910 MASSILLON, OHIO 44648-0910 Phone (330) 830-1709 Fax (330) 830-2687

#### **BUSINESS AND PROFESSIONAL QUESTIONNAIRE**

Please complete this questionnaire and return it to the Income Tax Department or mail to P.O. Box 910, Massillon, Ohio 44648-0910. Information provided will be used exclusively for income tax purposes and will not be further disclosed.

1.	Name and Address of the business:	
	Name DBA	
	Address City/State/Zip +4	
2.	2. Federal Employer ID or Social Security No:	
3.	3. Nature of business conducted:	
4.	4. Accounting method (check one): [] Calendar Year ending December 31. [] Fiscal Year ending	_
5.	5. Do you now employ one or more persons? If yes, how many?	
	If no, do you expect to have employees in the future?	
6.	6. Date that your business began operating within the City of Massillon	
7.	7. Type of ownership: Proprietorship [] S.Corp [] C.Corp [] Partnership [] Non-Profit Corp [] Other []	
	Specify	
8.	3. If the business is located outside of the City of Massillon, are you withholding income taxes as a courtesy for	your
	employees? [] Yes [] No	
9.	9. Address to which tax forms, notifications and official correspondence are to be mailed:*	
	Business Name To the attn. of	
	Address City/State/Zip +4	
	Phone Number () Fax Number ()	
10	10. Check here [] if the business authorizes the City of Massillon Income Tax Department to contact directly the	e party i
	charge of the business's tax accounting.	
11	11. Party in charge of tax accounting	
	Contact phone number () Address	_
	City/State/Zip	
1:	12. Please indicate below your preference for payroll forms:	
	Withholding forms are needed, we prepare our own payroll.	
	Check one: Please fax to: or Mail to above address*	
	Withholding forms are not needed, we use a payroll service.	
Si	Signature of individual completing form	
Ti	Title	
Pr	Printed Name Date	

#### \*\*\* IF YOU ARE A CONTRACTOR - PLEASE COMPLETE THIS FORM \*\*\*

Codified Ordinances of the City of Massillon, Ohio, Section 181.19 REGISTRATION OF CONTRACTORS

- (a) No person, firm, partnership, association, corporation or other entity shall perform any construction work in the City of Massillon without first obtaining a tax account number and a Certificate of Tax Registration from the City of Massillon Income Tax Department.
- (b) A Certificate of Tax Registration shall be denied to any person, firm, partnership, association, corporation or other entity who is not current in the filing of required tax documents; who is not current in the required payment of taxes; or who has not complied with the provisions of Chapter 181.
- (c.) The Income Tax Department shall maintain a list, and provide quarterly updated list to the City of Massillon Building and Engineering Departments, of the persons, firms, partnerships, associations, corporations and other entities holding valid Certificates of Tax Registration.
- (d) The City of Massillon Building and Engineering Departments shall not issue any license or permit required by Sections 913.01, 917.02, 917.13, 925.12, 925.13, 1301.1, 1311.03, 1313.06, 1313.07, 1313.15, 1317.06, 1317.07, 1317.18, 1321.04, 1321.08, 1341.02 and 1341.05 of the Codified Ordinances of the City of Massillon to any person, firm, partnership, association, corporation or other entity that does not posses a valid Certificate of Tax Registration.
- (e) Failure to posses a valid Certificate of Tax Registration shall be cause for suspension of work by the Building Department, Engineering Department and/or the Income Tax Department prior to the construction work commencing and/or during the performance of the construction work. Proof of a valid Certificate of Tax Registration shall be necessary to commence or resume suspended construction work.
- (f) A Certificate of Tax Registration may be canceled or revoked by the Income Tax Department for the failure of a person, firm, partnership, association, corporation or other entity to remain current in the required filing of tax documents; for failing to remain current on the required payment of taxes; and for failure to comply with the provisions of Chapter 181 "Income Tax"
- (g) The word "construction" as used in this section shall mean any construction, reconstruction, rehabilitation, remodeling, improvement, enlargement, alteration, repair, painting, decorating, or landscaping performed within the limits of the City.

#### \*\*\*IF YOU ARE USING SUB-CONTRACTORS YOU MUST LIST THEM BELOW\*\*\*

1. NameAddress	Fed ID or SSN	Phone # ()
2. NameAddress	_ Fed ID or SSN	Phone # ()
3. NameAddress		Phone # ()
4. NameAddress	Fed ID or SSN	Phone # ()
5. NameAddress	Fed ID or SSN	Phone # ()
6. NameAddress	Fed ID or SSN	Phone # ()
If more than six sub-contractors are to be use Department of any additional or substituted sub		Please notify the Income Tax
I certify that I have read the section of the ordinal will lawfully comply with the ordinance of the Cit will be used during construction.		
SignatureTitle		

#### CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT

(O.R.C. § 5719.042)

State of		,			
County of		, SS:			
		, Af	fiant, being first	duly sworn, depos	es and says:
1.	I am t	he	of		
••		he [title]		[contractor]	<u> </u>
2.	The C	Contractor's offices are	located at		
3.	l am t	he Contractor's duly a	uthorized repres	sentative for makin	g this affidavit.
4.	Effect	ive this	day of	, 20	_, the Contractor:
	()	is charged with delir property as set forth		I property taxes on	the general list of personal
				County	
					unt (include total amount, s and interest thereon)
		County			\$
		County			\$
		County			\$
		County			\$
	()	is not charged with personal property in			axes on the general list of
			(Af	fiant)	
Sworn to and	subscrib	oed this day of _		, 20	
				(Nota	ary Public)
			Му	commission expir	es
					. 20

#### **Background:**

Effective April 14, 2006, the Ohio Terrorism Act prohibits any political subdivision in the State from doing business with, or providing funding to, any person, group or company that "provides material assistance to" any organization listed on the "United States Department of State Terrorist Exclusion List." Any bidder awarded a contract for a Project with a public owner must complete the Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization form ("Declaration Form") issued by the Ohio Department of Public Safety, Division of Homeland Security and provide it to the public owner with the signed contract.

If a bidder who is awarded a contract answers "yes" to any question or fails to answer a question on the Declaration Form, the bidder will be deemed to have given a disclosure that it has provided material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion list, and the award of the contract to the bidder by the public owner will be deemed null and void.

Included with the Bidding Documents for the Project is the Declaration Form. Also included is a copy of the United States Department of State's Terrorist Exclusion List, which the Owner is required to provide to the Contractor and which was issued by the Ohio Department of Public Safety in April 2006.

#### Requirements:

- 1. Review the United States Department of State Terrorist Exclusion List included in the Project Manual. Check the following webpage for the most current list: <a href="http://www.homelandsecurity.ohio.gov/dma.asp">http://www.homelandsecurity.ohio.gov/dma.asp</a>
- Complete the Declaration Form included with the Project Manual for the Project.
- 3. Return the completed Declaration Form to the Owner with the signed contract, or as otherwise directed.
- 4. Failure to complete and return the Declaration Form in the required manner will render the contract awarded by the Owner void. The Owner is required to forward any improperly completed form to the Ohio Department of Public Safety's Division of Homeland Security.

#### **Attachments:**

- 1. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization Form
- 2. United States Department of State Terrorist Exclusion list



#### Ohio Department of Public Safety

Division of Homeland Security

http://www.homelandsecurity.ohio.gov

#### **GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909,33 of the Ohio Revised Code

#### DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME			MIDDLE INITIAL			
HOME ADDRESS								
СІТУ	STATE		ZIP	COUNTY				
HOME PHONE	1	WORK PHONE	•					
COMPLETE THIS SECTION ONLY	Y IF YOU	J ARE A COMPAN	IY, BUSINESS OR ORG	ANIZAT	ION			
BUSINESS/ORGANIZATION NAME								
BUSINESS ADDRESS								
СПУ	STATE		ZIP	COUNTY				
PHONE NUMBER	1,,,			L	A			
	DI	CLARATION						
In accordance with divis			of the Ohio Revised Code					
For each question, indicate either "yes," or "no" in th	e space p	provided. Responses	must be truthful to the bes	t of your k	nowledge.			
Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes No								
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?   Yes No								

#### GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3.	Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes No
4.	Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes No
5.	Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes No
6.	Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes No
U.S the	the event of a denial of a government contract or government funding due to a positive indication that material sistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the 3. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be nd on the Ohio Homeland Security Division website.
kno aut fails Ter felo que Dep of a	CERTIFICATION  ereby certify that the answers I have made to all of the questions on this declaration are true to the best of my owledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be comatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that ure to disclose the provision of material assistance to an organization identified on the U.S. Department of State trorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a company of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any destion on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. partment of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf the company, business or organization referenced on page 1 of this declaration.
х	
	Signature Date

#### OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

#### Terrorist Exclusion List

As of July 20, 2006

#### U.S. Department of State List of Designated Foreign Terrorist Organizations

- 1. Abu Nidal Organization (ANO)
- Abu Sayyaf Group
- Al-Aqsa Martyrs Brigade
- Ansar al-Islam
- Armed Islamic Group (GIA)
- Asbat al-Ansar
- Aum Shinrikyo
- Basque Fatherland and Liberty (ETA)
- Communist Party of the Philippines/New People's Army (CPP/NPA)
- 10. Continuity Irish Republican Army
- 11. Gama'a al-Islamiyya (Islamic Group)
- 12. HAMAS (Islamic Resistance Movement)
- 13. Harakat ul-Mujahidin (HUM)
- 14. Hizballah (Party of God)
- 15. Islamic Jihad Group
- 16. Islamic Movement of Uzbekistan (IMU)
- 17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
- 18. Jemaah Islamiya organization (JI)
- 19. al-Jihad (Egyptian Islamic Jihad)
- 20. Kahane Chai (Kach)
- 21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
- 22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
- 23. Lashkar i Jhangvi
- 24. Liberation Tigers of Tamil Eelam (LTTE) 25. Libyan Islamic Fighting Group (LIFG)
- 26. Moroccan Islamic Combatant Group (GICM)
- 27. Mujahedin-e Khalq Organization (MEK)
- 28. National Liberation Army (ELN)
- 29. Palestine Liberation Front (PLF)
- 30. Palestinian Islamic Jihad (PIJ)
- 31. Popular Front for the Liberation of Palestine (PFLF)
- PFLP-General Command (PFLP-GC)
- 33. al-Qa'ida
- 34. Real IRA
- 35. Revolutionary Armed Forces of Colombia (FARC)
- 36. Revolutionary Nuclei (formerly ELA)
- 37. Revolutionary Organization 17 November
- 38. Revolutionary People's Liberation Party/Front (DHKP/C)
- 39. Salafist Group for Call and Combat (GSPC)
- 40. Shining Path (Sendero Luminoso, SL)
- 41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zargawi Network)
- 42. United Self-Defense Forces of Colombia (AUC)

#### OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

#### U.S. Department of State Terrorist Exclusion List

- Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghania)
- Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
- 3. Al-Hamati Sweets Bakeries
- 4. Al-Ittihad al-Islami (AIAI)
- Al-Manar
- 6. Al-Ma'unah
- 7. Al-Nur Honey Center
- 8. Al-Rashid Trust
- 9. Al-Shifa Honey Press for Industry and Commerce
- Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
- 11. Alex Boncayao Brigade (ABB)
- Anarchist Faction for Overthrow
- Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
- 14. Asbat al-Ansar
- 15. Babbar Khalsa International
- 16. Bank Al Tagwa Ltd. (a.k.a. Al Tagwa Bank; a.k.a. Bank Al Tagwa)
- 17. Black Star
- Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
- 19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
- 20. Darkazanli Company
- 21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salifiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahoual; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafist Trend; a.k.a. Group of Supporters of the Salafist Trend; a.k.a. Group of Supporters of the Salafist Trend)
- Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
- First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
- 24. Harakat ul Jihad i Islami (HUJI)
- 25. International Sikh Youth Federation
- 26. Islamic Army of Aden
- 27. Islamic Renewal and Reform Organization
- 28. Jamiat al-Ta'awun al-Islamiyya
- 29. Jamiat ul-Mujahideen (JUM)
- 30. Japanese Red Army (JRA)
- 31. Jaysh-e-Mohammed
- 32. Jayshullah
- 33. Jerusalem Warriors
- 34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
- 35. Libyan Islamic Fighting Group
- 36. Loyalist Volunteer Force (LVF)
- 37. Makhtab al-Khidmat
- Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

#### OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

- 39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
- New People's Army (NPA)
- Orange Volunteers (OV)
- 42. People Against Gangsterism and Drugs (PAGAD)
- 43. Red Brigades-Combatant Communist Party (BR-PCC)
- 44. Red Hand Defenders (RHD)
- Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al-Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
- 46. Revolutionary Proletarian Nucleus
- 47. Revolutionary United Front (RUF)
- 48. Salafist Group for Call and Combat (GSPC)
- 49. The Allied Democratic Forces (ADF)
- The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
- 51. The Lord's Resistance Army (LRA)
- 52. The Pentagon Gang
- The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
- The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabililah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
- Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
- 56. Turkish Hizballah
- 57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
- Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
- Youssef M. Nada & Co. Gesellschaft M.B.H.

#### U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

- 1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
- Al Rashid Trust (Pakistan)
- WAFA Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
- 4. Rabita Trust (Pakistan)
- Ummah Tameer E-Nau (Pakistan)
- Revival of Islamic Heritage Society Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
- Afghan Support Committee (Afghanistan, Pakistan)
- Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
- 9. Aid Organization of the Ulema (Pakistan)
- 10. Global Relief Foundation (United States)

#### OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

- 11. Benevolence International Foundation (United States):
- 12. Benevolence International Fund (Canada)
- 13. Bosanska Idealna Futura (Bosnia)
- Stichting Benevolence International Nederland (Netherlands)
   Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
- Al Akhtar Trust (Pakistan)
- 17. Taibah International (Bosnia)
- 18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
- 19. Al Furgan (Bosnia)
- 20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)

  21. The Holy Land Foundation for Relief and Development (United States)
- 22. Al Agsa Foundation (United States, Europe, Pakistan, Yemen, South África)
- 23. Commité de Bienfaisance et de Secours aux Palestiniens (France)
- 24. Association de Secours Palestinien (Switzerland)
- 25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
- 26. Palestinian Association in Austria (Austria)
- 27. Sanibil Association for Relief and Development (Lebanon)
- 28. Elehssan Society (Palestinian territories)
- 29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
- 30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach) American Friends of the United Yeshiva (Kahane Chai and Kach) American Friends of Yeshivat Ray Meir (Kahane Chai and Kach) Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
- 31. Irish Republican Prisoners Welfare Association (Real IRA)
- 32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

#### **OPWC PROPOSAL NOTES**

#### 1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <a href="http://codes.ohio.gov/orc/153.011">http://codes.ohio.gov/orc/153.011</a>.

# 2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

#### http://198.234.41.198/w3/webwh.nsf/wrlogin/?openform

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

#### 3. UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

#### 4. OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

#### 5. DRUG-FREE WORKPLACE PROGRAM

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

#### 6. OHIO PREFERENCE

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

#### 7. BID GUARANTY

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

#### 8. OHIO ETHICS LAW

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

# 9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

#### **CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:**

Αl	ll prime c	ontracto	ors must	secure	e a valid (	Certificate	of Comp	oliance f	rom the	Department	of
A	dministra	tive Ser	vices, E	qual O	pportunit	y Division,	prior to	execution	on of a c	onstruction	contract.

Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.
See <a href="http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.as">http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.as</a> <a href="px">px</a> for instructions for electronic filing.
>>> Does this bidder have a valid Certificate of Compliance?YesNo
>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract?YesNo
Bidder must provide a "Yes" answer to one or the other of the above questions.
BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:
Each prime contract bidder <u>must</u> submit an Affirmative Action Program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity Coordinator prior to the bid opening, <b>OR</b> the prime contract bidder <u>must</u> evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in "Appendix A"

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening? \_\_\_\_Yes \_\_\_\_No

and the Specific Affirmative Action Steps set forth in "Appendix B" of the State Equal Employment

#### OR

>>> If "No", with this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix "A" and the Specific Affirmative Action Steps set forth in Appendix "B" of the State Equal Employment Opportunity Bid Conditions. Yes No

Bidder must provide a "Yes" answer to one or the other of the above affirmative action alternatives.

#### **BIDDER'S EEO COVENANTS:**

Opportunity Bid Conditions.

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports electronically submitted through the following website: http://das.ohio.gov/EOD/CCInputForm29.htm
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>	The prime contract bidder hereby adopts the foregoing covenants?	Yes	No

#### **BIDDER'S CERTIFICATION:**

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

	/_	/
Signature of Authorized Officer	Date	
Title		

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

#### "APPENDIX A" OF THE STATE EEO BID CONDITIONS

#### MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

AKRON		CINCINNAT	П	CLEVELAND		
All Trades	10%	<u>Trade</u>		<u>Trade</u>	<u>Trade</u>	
		Asbestos Workers	9%	Asbestos Workers	17%	
		Boilermakers	9 %	Boilermakers	10%	
COLUMBU	S	Carpenters	10%	Carpenters	16%	
All Trades	10%	Elevator Constructor	rs11%	Electricians	20%	
		Floor Layers	10%	Elevator Constructors	320%	
		Glaziers	10%	Floor Layers	11%	
DAYTON		Lathers	10%	Glaziers	17%	
All Trades	11%	Marble, Tile, Terrazz	<u>z</u> o 8%	Ironworkers	13%	
		Millwright	10%	Operating Engineers	17%	
		Operating Engineers	s 11%	Painters	17%	
TOLEDO		Painters	11%	Pipefitters	17%	
All Trades	9%	Pipefitters	11%	Plasterers	20%	
		Plasterers	10%	Plumbers	17%	
		Plumbers	11%	Roofers	17%	
YOUNGSTO	٧N	Sheet Metal Workers	s 11%	Other Trades	17%	
All Trades	9%	Other Trades	11%			

#### "APPENDIX B" OF THE STATE EEO BID CONDITIONS

#### SPECIFIC AFFIRMATIVE ACTION STEPS

The following Affirmative Action steps are directed at increasing minority utilization:

- (1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.
- <u>To Demonstrate Compliance</u>: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.
- (2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.
- <u>To Demonstrate Compliance</u>: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.
- (3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.
- <u>To Demonstrate Compliance</u>: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on <u>all</u> company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.
- (4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- <u>To Demonstrate Compliance</u>: Have <u>records</u> that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.
- (5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- <u>To Demonstrate Compliance</u>: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with

the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

- (6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.
- <u>To Demonstrate Compliance</u>: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.
- (7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.
- <u>To Demonstrate Compliance:</u> Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.
- (8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.
- <u>To Demonstrate Compliance</u>: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

#### **EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:**

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

#### Part I - Basic Contents of an Affirmative Action Program:

- 1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
- 2. Formal internal and external dissemination of contractor's EEO policy.
- 3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
- 4. Identification of problem areas (deficiencies) by organizational units and job classification.
- 5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.

- 6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
- 7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
- 8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
- 9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
- 10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
- 11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

#### Part II - Analysis of Individual Trades

- 1. The minority population of the labor area surrounding (contractor's) projects.
- 2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
- 3. The percentage of minority work force as compared with the total work force in the immediate labor area.
- 4. The general availability of minorities having requisite skills in the immediate labor area.
- 5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
- 6. The availability of promotable minority employees within the contractor's organization.
- 7. The anticipated expansion, contraction, and turnover of an in the work force.
- 8. The existence of training institutions capable of training minorities in the requisite skills.
- 9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

<u>Compliance Status</u>: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

#### "APPENDIX C" OF THE STATE EEO BID CONDITIONS

#### **FEMALE UTILIZATION GOALS**

OAC 123:2-3-05 Required utilization analysis and goals

- (A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.
- (B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

**END SECTION** 

### **CONTRACT**

#### **OWNER-CONTRACTOR AGREEMENT**

OWNER:	CITY OF MASSILLON, OHIO	CONTRACT:	
ADDRESS:	151 LINCOLN WAY EAST, CITY ADMINISTRATION BUILDING	ALTERNATES:	
TELEPHONE:	<u>330-830-1700</u>	CONTRACTOR:	
FAX:	<u>330-830-1764</u>	ADDRESS:	
CONTACT:	JAMES JOHNSON	TELEPHONE:	
		FAX:	
PROJECT:	2013 Levee Infrastructure Improvement Project	CONTACT:	
		DATE:	

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date set forth above ("Effective Date of this Agreement"), which if no date is entered shall be the date the Agreement was signed by the Owner.

The Owner and the Contractor agree as set forth in the following sections:

- 1. <u>CONTRACT DOCUMENTS</u>. The Contract Documents consist of the following documents:
  - A. Legal Notice;
  - B. Instructions to Bidders;
  - C. Bid Form:
  - D. Owner-Contractor Agreement;
  - E. General Conditions of the Contract for Construction (EJCDC C-700, 2002 edition), as modified;
  - F. Drawings;
  - G. Specifications;
  - H. Addenda issued;
  - I. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
  - J. Statement of Claim Form; and
  - K. Modifications issued after the execution of the contract, including:
    - i. A written amendment to the Agreement signed by both parties;
    - ii. A Change Order;
    - iii. A Work Change Directive; or,
    - iv. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions; and
  - L. <u>X</u> When this item is checked by the Owner, e.g., with an "X" or other mark, the State of Ohio Department of Transportation, Construction Specifications Manual, dated January 1, 2008, will be a Contract Document, but only as modified by the document titled ODOT Manual Supplement, prepared by Owner.
  - M. \_\_\_\_\_ When this item is checked by the Owner, e.g., with an "X" or other mark, the City of Columbus Construction and Material Specifications Supplement, 2002 Edition, will be a Contract Document, but only as modified by the document titled *City of Columbus Construction and Material Specifications Supplement*.

<u>Note:</u> Non-Contract Documents. The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and tests. (None, if none are listed).

OCA-2

<u>Note</u>: Non-Contract Documents. The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

- 2. <u>DESIGN PROFESSIONAL RELATIONSHIP.</u> The Contract Documents shall not be construed to create a contractual relationship of any kind between the Design Professional and the Contractor or any Subcontractor or Material Supplier to the Project. The Design Professional, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Design Professional that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Design Professional that are performed for the sole benefit of the Owner. The Contractor shall forward all communications to the Owner through the Design Professional and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Design Professional are specifically authorized and directed by the Owner to the Contractor through the Design Professional acting on behalf of the Owner.
  - 2.1 The Design Professional (also called the "Engineer") is:

Name: Keith A. Dylewski, P.E., P.S.

151 Lincoln Way East, City

Address: Administration Building

Phone: <u>330-830-1722</u> Fax: <u>330-830-1786</u>

The Design Professional's Representative is Keith A. Dylewski, P.E., P.S.

#### 3. TIME FOR COMPLETION AND PROJECT COORDINATION.

- 3.1 <u>DATE FOR COMMENCEMENT</u>. The date for commencement of the Work shall be the date established in a written Notice to Proceed issued by the Owner, through the Design Professional, to the Contractor. If no Notice to Proceed is issued, then the date for commencement shall be the Effective Date of the Agreement. The date for commencement of the Work shall be within sixty (60) days from the bid opening date, unless the Owner and the Contractor agree to a later date. If there is any other date for commencement of the Work in the bid documents, Contract Documents or elsewhere, it is agreed that such other date is a tentative date and may not be relied upon by the Contractor. If the date for commencement of the Work is later than sixty (60) days from the bid opening date or, if applicable, the later date agreed to by the Owner and the Contractor, the Contractor may submit a Claim in accordance with the Contract Documents.
- 3.2 <u>DATE FOR SUBSTANTIAL COMPLETION</u>. The Contractor shall have its Work on the Project Substantially Complete by the following date or within the following Contract Time (in calendar days) November 15, 2013. The Date for Substantial Completion is the foregoing date or date calculated using the Contract Time. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved regardless of any dates in any schedule created by any person, including the Coordinating Contractor. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of this Agreement.
- 3.2.1 Substantial Completion is the time at which the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended. Final Completion shall mean that the Work is complete in accordance with the Contract Documents and the Contractor has submitted to the Design Professional all documents required to be submitted to the Design Professional for final payment. A Claim is "Finally Resolved" when the claim process is complete and not subject to further proceedings.

3.2.2 SHUTDOWN DATES. Due to events scheduled by the Owner and/or other Owner considerations, Contractor will not be able to perform Work on the Project on the following dates (there are no shutdown dates if none listed):

Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

- 3.3 <u>CONSTRUCTION SCHEDULE</u>. The Construction Schedule shall be developed by the Coordinating Contractor as provided in the Contract Documents.
- 3.4 <u>COORDINATING CONTRACTOR</u>. The Coordinating Contractor shall be the \_\_\_\_\_ Contractor (if this blank is not completed, then the Coordinating Contractor shall be the General Trades Contractor or, if there is only one contractor, the Contractor). The Coordinating Contractor shall be responsible for coordinating the work of all contractors on the Project.
- 3.5 <u>LIQUIDATED DAMAGES</u>. If the Contractor does not have its Work on the Project Substantially Complete by its Date for Substantial Completion or Finally Complete within sixty (60) days of achieving Substantial Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable:

#### LIQUIDATED DAMAGES - DATE FOR SUBSTANTIAL COMPLETION

Contract Amount	<b>Dollars Per Day</b>
\$1.00 to \$50,000.00	\$ 250.00
\$50,000.01 to \$150,000.00	\$ 500.00
\$150,000.01 to \$500,000.00	\$1,000.00
\$500,000.01 to \$2,000,000.00	\$1,500.00
\$2,000,000.01 to \$5,000,000.00	\$2,500.00
\$5,000,000.01 to \$10,000,000.00	\$3,000.00

#### **LIQUIDATED DAMAGES - FINAL COMPLETION**

Contract Amount	Dolla	rs Per Day
\$1.00 to \$50,000.00	\$	50.00
\$50,000.01 to \$150,000.00	\$	100.00
\$150,000.01 to \$500,000.00	\$	200.00
\$500,000.01 to \$2,000,000.00	\$	300.00
\$2,000,000.01 to \$5,000,000.00	\$	500.00
\$5,000,000.01 to \$10,000,000.00	\$	600.00

In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion or its failure to Finally Complete its Work within sixty (60) days of its Date for Substantial Completion. The Contractor's obligation to indemnify, defend and hold the Owner harmless under this Section 3.5 shall be joint and several. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

4. CONTRACT SUM (also	called Contract Price). T	he lump sum Contract Su	m to be paid by the Owner to the
Contractor, as provided herein,	for the satisfactory perforr	mance and completion of	the Work and all of the duties,
obligations, and responsibilities	of the Contractor under this	s Agreement and the oth	er Contract Documents is
Dollars (\$). The Contract	Sum includes all federal, s	state, county, municipal, a	and other taxes imposed by law,
including but not limited to any	sales, use, commercial a	ctivity, and personal prop	erty taxes payable by or levied
against the Contractor on accou	nt of the Work or the materia	als incorporated into the W	ork. The Contractor will pay any
such taxes. The Contract Sum i	ncludes the following:		
Base Bid Amou	nt: \$		
<u>List Alternates, i</u>	<u>f any:</u>		
Alternate No.	Description		Amount
ritorriato rro.	2000p.1.0		,

If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

- **5. RETAINAGE.** Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.
- **LIMITATION ON LIABILITY.** The Owner's total liability under this Agreement will be limited to the amount set forth in the Fiscal Officer's certificate accompanying this Agreement. Under no circumstances will the elected officials, officers, employees, board or council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

#### 7. GENERAL.

- 7.1 <u>MODIFICATION</u>. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.
- 7.2 <u>ASSIGNMENT</u>. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.
- 7.3 <u>LAW AND JURISDICTION</u>. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the county in Ohio in which the Owner's principal office is located, and each party hereby expressly consents to the exclusive jurisdiction of such court.
- 7.4 <u>CONSTRUCTION</u>. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.
- 7.5 <u>APPROVALS</u>. Except as expressly provided herein, the approvals and determinations of the Owner and Design Professional will be subject to the sole discretion of the respective party and be valid and binding on the

Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

- 7.6 <u>PARTIAL INVALIDITY</u>. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.
- 7.7 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

#### 7.7.1 NON-DISCRIMINATION. Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.
- 7.7.2 <u>PREVAILING WAGE RATES</u>. The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, without increase in the Contract Sum.
- 7.7.3 <u>ETHICS</u>. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.
- 7.8 <u>JOB MEETINGS</u>. The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.
- 7.9 <u>PROPERTY TAX AFFIDAVIT</u>. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.
- 7.10 <u>PARTNERING</u>. Contractor agrees that it will participate, as part of the Contract Sum, in any partnering sessions scheduled by Owner.
- 7.11 <u>ENTIRE AGREEMENT</u>. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous,

oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner: City of Massillon	Contractor:
By:	Ву:
Name: James Johnson	Name:
Title: Director of Public Safety and Service	Title:
Date:	Date:
By:	
Name: Keith A. Dylewski, P.E., P.S.	
Secretary of the Board of Control	
Date:	
By:	
Name: Pericles Stergios, Law Director	
Date:	

### **CERTIFICATE**

# (Section 5705.41, R.C.)

The undersigned, fiscal officer of the Owner, certifies that the moneys required to pay that part of the
Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is
attached have been lawfully appropriated for such purpose and are in the appropriate account of the
Owner, or in the process of collection to the credit of the appropriate account or fund, free from any
previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and
separate Fiscal Officer's Certificate.

DATED:	
	City Auditor

#### **CONTRACTOR'S PAYMENT APPLICATION CHECKLIST**

THE CONTRACTOR MUST COMPLETE THIS CHECKLIST AND SUBMIT IT TO THE DESIGN PROFESSIONAL WITH ITS PAYMENT APPLICATION AND ALL REQUIRED DOCUMENTATION.

Name:	Title:	
	hone No.: () FAX No.: ()	
Payment Ap	plication Number and Date:	
No	Date:, 2	0
The Contrac Application.	ing is a list of required documentation that must accompany its Payment Applicator certifies that it has submitted the documentation listed below with its Paragrantions shall not excuse the Contractor from the requirements for submitting ion.  Three (3) copies of a properly completed and executed Application for Paragrantians.	ayment raph 5. ng this
	with a properly completed and executed Schedule of Values attached to ea	
2	Properly Completed Contractor's Affidavit with List of Subcontracto Suppliers and Any Amounts Withheld;	rs and
3	Contractor's Wavier and Release Agreement (beginning with the Application for Payment);	second
4	For each of its Subcontractors and Suppliers, a Subcontractor's – Su Waiver and Release Agreement (beginning with the second Applicat Payment);	
5	Schedule of all materials and equipment stored on-site;	
6	For materials and equipment stored off-site:	
	A list of the materials and equipment consigned and stored off- site in connection with the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why the materials and equipment cannot be delivered to the site;	
	Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose;	
	A letter from the Contractor's surety bonding company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of its responsibility to complete the facility;	
	Evidence of adequate insurance covering the material and equipment in storage, which shall name the Owner as additional insured;	

		Contractor's place equipment set for be stored off-site incurred by the	the Design Professional has visited the e of storage and found that all the materials and orth in the payment request and represented to are stored at the place of storage (any costs Design Professional to inspect material and esite storage shall be paid by the Contractor);
			materials and equipment and their cost, which n previous Pay Applications and which remain .
	7	Other documentation or in the Design Professional control	nformation required by the Contract Documents or by or Owner.
5.	Reason why re	quired documentation is no	ot submitted:
NOTE:		submit required documer al payment, and/or late pay	ntation, regardless of the reason, may result in non-ment.
		_	Signature
		_	Printed Name
		-	Date
DESIG	N PROFESSIO	NAL'S REVIEW	
	Checklist and o	documentation complete.	
	Checklist and o	documentation incomplete.	
		_	Signature
		_	Printed Name
		_	Date

# CONTRACTOR'S AFFIDAVIT WITH LIST OF SUBCONTRACTORS AND SUPPLIERS WITH ANY AMOUNTS WITHHELD

ECT: 2011 Levee Infrastructure	Improvements Project	CONTRACTOR: [insert name and ad
STATE OF:	SS,	
COUNTY OF:	SS,	
account of the Work have been associated with prior Application Supplier(s) Waiver and Release a set forth in the Project Manual complete list of its Subcontractor	n applied on account to dis ns for Payment, b) the Cor Agreements for each of its So or as requested by the De- is and Suppliers, and d) set it	previous progress payments received of charge Contractor's legitimate obligation tractor has submitted Subcontractor(s) abcontractors and Suppliers using the for sign Professional, c) set forth below is forth below is a complete description of a e reason why. Attach additional sheets
Typed or Printed Name of	Address of Subcontrac	
Subcontractor or Supplier	Supplier	Subcontractor or Supplier
WITHHOLDINGS FROM SUBCO	NITDACTORS AND/OR SUR	DI IEDO:
	INTRACTORS AND/OR SUP	FLIENS.
Typed or Printed Name of Subcontractor or Supplier	Amaunt Withhole	December Withholding
Subcontractor or Supplier	Amount Withheld	Reason for Withholding
CONTRACTOR: [insert name]		

#### **NOTARY PUBLIC**

Subscribed	and	sworn	to	before	me	on	this	date	by	 on	behalf	of
		·										
				Sign	ature	of N	otary	Public				
				Notai	y Pub	olic: _						
				MyC	ommi	eeinn	Evnire					

# CONTRACTOR'S WAIVER & RELEASE AGREEMENT ("AGREEMENT")

Project: 2011 Levee Infrastructure Improvements Project

The undersigned hereby acknowledges receipt of payment from the Owner for all Work on the Project through the date of its prior Application for Payment. The undersigned acknowledges and agrees that the terms in this Agreement shall have the same meaning as in the Contract Documents for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned. the undersigned hereby waives and releases any rights it has or may have through the date of its last Application for Payment to any and all Claims and liens related to the Project, including without limitation: Claims of payment, mechanic's liens, liens against funds, surety bond Claims, and Claims for breach of contract or unjust enrichment. The sole exception to this waiver and release is for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned acknowledges and agrees that this wavier and release is intended to be a comprehensive release of all Claims and liens related to the Project, including without limitation all Claims against the Owner, the Design Professional, any Construction Manager, and the employees, board members, agents and representatives of any of the foregoing persons. The undersigned further certifies that this Agreement covers Claims and liens by all persons with which it did business related to the Project, including without limitation subcontractors and suppliers, through the date of its last Application for Payment. undersigned represents that all such persons have signed an agreement in the form of this Agreement releasing any and all Claims and liens related to the Project, except for any Claims made by properly and timely submitting a Statement of Claim form, a copy of which has been delivered to the Design Professional and the Owner. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Agreement is for the benefit of, and may be relied upon by the Owner, Design Professional and any Construction Manager. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work or improvement, and real property from any and all Claims, or liens that are or should have been released in accordance with this Agreement.

	State of: County of
Company Name	Subscribed and sworn to before me this
Authorized Signature (Company Officer)	day of
T'0.	Notary Public:
Title	My Commission Expires:
Date	_

# SUBCONTRACTOR'S – SUPPLIER'S WAIVER & RELEASE AGREEMENT ("AGREEMENT")

Project: 2011 Levee Infrastructure Improvements Project

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the Prime Contractor ("Prime Contractor") with which it has a contract. The undersigned acknowledges and agrees that the terms in this Agreement shall have the same meaning as in the Contract Documents for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of the Prime Contractor's last Application for Payment and to any and all Claims and liens related to the Project, including without limitation: Claims of payment, mechanic's liens, liens against funds, surety bond Claims, and Claims for breach of contract or unjust enrichment. The sole exception to this waiver and release is for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form, a copy of which the undersigned represents has been delivered to the Owner and the Design Professional. The undersigned acknowledges and agrees that this wavier and release is intended to be a comprehensive release of all Claims and liens related to the Project, including without limitation all Claims against the Prime Contractor, the Prime Contractor's surety, the Owner, the Design Professional, any Construction Manager, and the employees, board members, agents and representatives of any of the foregoing persons. The undersigned further certifies that this Agreement covers Claims and liens by all persons with which it did business related to the Project, including without limitation sub-subcontractors and suppliers, through the date of the Prime Contractor's last Application for Payment. The undersigned represents that all such persons have signed an agreement in the form of this Agreement releasing any and all Claims and liens related to the Project, except for any Claims made by properly and timely submitting a Statement of Claim form, a copy of which has been delivered to the Design Professional and the Owner. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

The undersigned agrees that upon receipt of the payment from the Prime Contractor with respect to the Prime Contractor's current Application for Payment, it shall, upon request of the Prime Contractor, Owner, Design Professional, or any Construction Manager, execute a waiver and release agreement in the form of this Agreement, except that such Agreement shall be current through the date of the Prime Contractor's current Payment Application. The undersigned further agrees that, upon receipt of such payment, it shall execute any other documents requested to cause the prejudicial release of any and all Claims and liens through the date of the Prime Contractor's current Payment Application.

This Agreement is for the benefit of, and may be relied upon by, the Prime Contractor, the Prime Contractor's surety, the Owner, the Design Professional and any Construction Manager. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing: the Project, its Work, and real property from any and all Claims and/or liens that are or should have been released in accordance with this Agreement and from any liability, cost, or expense incurred as a result of any breach of this Agreement by the undersigned.

	State of: County of
Company Name	Subscribed and sworn to before me this
Authorized Signature (Company Officer)	day of
President Title	Notary Public:
Title	My Commission Expires:
Date	-

#### STATEMENT OF CLAIM FORM

#### Claim No. \_\_\_\_ for Contractor

1.	Name of Contractor:				
2.	Date written claim given:				
3.	Contractor's representative to contact regarding the claim:  Name: Title: Telephone No (office) FAX No				
	E-mail:	_			
4.	General description of claim:				
Agre	ding but not limited to pages in the Drawings and	pon any part or provision in the Contract Documents, for paragraphs in the Specifications, Owner-Contractor eral Conditions, state upon which parts or provisions the			
6.	Delay claims: 6.1 Date delay commenced:				
	<ul><li>6.2 Duration or expected duration of the delay,</li><li>6.3 Apparent cause of the delay and part of critical</li></ul>				
	6.4 Expected impact of the delay and recomme	ndations for minimizing such impact:			
7. belie	Additional compensation. Set forth in detail ves it is entitled with respect to this claim:	all additional compensation to which the Contractor			
8.	Instructions for Completing the Statement o	f Claim Form ("Instructions"). The Instructions are			
incor	porated in this Form.				
comp entitle or fra	cientious and thorough review and to the best of blied fully with the Instructions, b) the information ed to recover the compensation in paragraph 7, an	ne Contractor and its representative certify that after his or her knowledge and belief a) the Contractor has in this State of Claim is accurate, c) the Contractor is d d) the Contractor has not knowingly presented a false presentative must acknowledge this Statement of Claim			
	CONTRACTOR	R:			
		:			

#### **CONTRACTOR'S ACKNOWLEDGMENT**

State of	,		
County of	, ss:		
review, the statement her knowledge and be	s made in attached Statement of Cla	vorn, states that after consc im Form are complete and tru	•
Sworn to befo	re me a notary public by	on	, 20
		Notary Public	

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND DESIGN PROFESSIONAL.

#### INSTRUCTIONS FOR COMPLETING THE STATEMENT OF CLAIM FORM

- 1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Design Professional that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Design Professional that the Contractor will be making a Claim and most often is incomplete.
- 2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.
- 3. Paragraph 4. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.
- 4. Paragraph 5. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.
- 5. Paragraph 6. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.
  - For example, if the Contractor claims a slow response time on submittals caused a delay, the Contractor must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Contractor claims it was delayed by another Contractor, the Contractor must identify the delaying Contractor, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Contractor seeks an extension of time for unusually severe weather, the Contractor must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.
- 6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.
- Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.
- 8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

End of Instructions

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

# MODIFIED STANDARD GENERAL CONDITIONS OF THE

#### CONSTRUCTION CONTRACT

Prepared by

#### ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By







PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE a practice division of the NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

#### Copyright ©2002

National Society of Professional Engineers 1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies 1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers 1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

#### TABLE OF CONTENTS

		<u>Page</u>
ARTICL	E 1 - DEFINITIONS AND TERMINOLOGY	6
<u>1.01</u>	<u>Defined Terms</u>	6
1.02	<u>Terminology</u>	8
<b>ARTICL</b>	E 2 - PRELIMINARY MATTERS	9
2.01	Delivery of Bonds and Evidence of Insurance	9
2.02	Copies of Documents	9
2.03	Commencement of Contract Times; Notice to Proceed	9
2.04	Starting the Work	9
2.05	Before Starting Construction	
2.06	Preconstruction Conference	
2.07	Initial Acceptance of Schedules	
	.E 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	
3.01	<u>Intent</u>	
3.02	Reference Standards	
3.03	Reporting and Resolving Discrepancies	
3.04	Amending and Supplementing Contract Documents	
3.05	Reuse of Documents	
3.06	Electronic Data	
	E 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS	
	ONMENTAL CONDITIONS; REFERENCE POINTS	12.
4.01	Availability of Lands	
$\frac{1.01}{4.02}$	Subsurface and Physical Conditions	
4.03	Differing Subsurface or Physical Conditions.	
4.04	Underground Facilities	
$\frac{1.01}{4.05}$	Reference Points.	
4.06	Hazardous Environmental Condition at Site	
	E 5 - BONDS AND INSURANCE	
5.01	Performance, Payment, and Other Bonds.	
5.02	Licensed Sureties and Insurers	
5.03	Certificates of Insurance	
5.04	Contractor's Liability Insurance	
5.05	Owner's Liability Insurance	
5.05 5.06	Property Insurance	
5.00 5.07		
	Waiver of Rights Receipt and Application of Insurance Proceeds.	
5.08 5.00	Acceptance of Bonds and Insurance; Option to Replace	
5.09 5.10	Partial Utilization, Acknowledgment of Property Insurer	
5.10	E 6 - CONTRACTOR'S RESPONSIBILITIES	
6.01	<u>Supervision and Superintendence</u>	
6.02	Labor; Working Hours	
6.03	Services, Materials, and Equipment	
6.04	Progress Schedule	
6.05	Substitutes and "Or-Equals"	
6.06	Concerning Subcontractors, Suppliers, and Others	
<u>6.07</u>	Patent Fees and Royalties	
6.08	<u>Permits</u>	
6.09	<u>Laws and Regulations</u>	
<u>6.10</u>	<u>Taxes</u>	
<u>6.11</u>	<u>Use of Site and Other Areas</u>	
<u>6.12</u>	Record Documents	
<u>6.13</u>	Safety and Protection	
<u>6.14</u>	<u>Safety Representative</u>	
<u>6.15</u>	Hazard Communication Programs	27
6.16	Emergencies	27

<u>6.17</u>	Shop Drawings and Samples	27
6.18	Continuing the Work	28
<u>6.19</u>	Contractor's General Warranty and Guarantee	28
6.20	<u>Indemnification</u>	28
6.21	Delegation of Professional Design Services	29
<b>ARTICLE</b>	7 - OTHER WORK AT THE SITE	29
7.01	Related Work at Site	29
7.02	Coordination	30
7.03	Legal Relationships	30
ARTICLE	8 - OWNER'S RESPONSIBILITIES	30
8.01	Communications to Contractor	
8.02	Replacement of Engineer	
8.03	Furnish Data	
8.04	Pay When Due	
8.05	Lands and Easements; Reports and Tests	
8.06	Insurance	
8.07	<u>Change Orders</u>	
8.08	Inspections, Tests, and Approvals	
8.09	Limitations on Owner's Responsibilities	
$\frac{8.09}{8.10}$	Undisclosed Hazardous Environmental Condition	
8.11	Evidence of Financial Arrangements	
	9 - ENGINEER'S STATUS DURING CONSTRUCTION	
9.01	Owner's Representative	
$\frac{9.01}{9.02}$	Visits to Site	
9.03	Project Representative	
9.04	Authorized Variations in Work.	
9.05	Rejecting Defective Work	
9.06	Shop Drawings, Change Orders and Payments	
9.07	Determinations for Unit Price Work	
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	
9.09	Limitations on Engineer's Authority and Responsibilities	33
	10 - CHANGES IN THE WORK; CLAIMS	
10.01	Authorized Changes in the Work	
10.02	Unauthorized Changes in the Work	
10.02	Execution of Change Orders	
	Notification to Surety	
10.04	Notification to Surety  Claims	
10.05		
	11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK	
<u>11.01</u>	Cost of the Work	
11.02	Allowances	
11.03	Unit Price Work	
	12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES	
12.01	Change of Contract Price	
<u>12.02</u>	<u>Change of Contract Times.</u>	
12.03	Delays	
	13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	
<u>13.01</u>	Notice of Defects	
13.02	Access to Work	
13.03	Tests and Inspections	
13.04	Uncovering Work	
13.05	Owner May Stop the Work	
13.06	Correction or Removal of Defective Work	
13.07	<u>Correction Period</u>	
13.08	Acceptance of Defective Work	
13.09	Owner May Correct Defective Work	
	14 - PAYMENTS TO CONTRACTOR AND COMPLETION	
14.01	Schedule of Values	
14.02	Progress Payments	43

14.03	Contractor's Warranty of Title	45
<u>14.04</u>	Substantial Completion	45
14.05	Partial Utilization	
14.06	Final Inspection	47
14.07	Final Payment	47
14.08	Final Completion Delayed	47
14.09	Waiver of Claims	48
ARTICLE	15 - SUSPENSION OF WORK AND TERMINATION	48
15.01	Owner May Suspend Work	48
15.02	Owner May Terminate for Cause	48
15.03	Owner May Terminate For Convenience	
15.04	Contractor May Stop Work or Terminate	49
ARTICLE	16 - DISPUTE RESOLUTION	49
16.01	Methods and Procedures.	49
ARTICLE	17 - MISCELLANEOUS	50
17.01	Giving Notice	50
17.02	Computation of Times	50
17.03	Cumulative Remedies	
17.04	Survival of Obligations	50
17.05	Controlling Law	
17.06	Headings	50

#### **ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**

#### 1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters or with all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
- 1. Addenda--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
- 2. Agreement <u>or Owner-Contractor Agreement</u> -- The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
- 3. Application for Payment--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 4. Asbestos--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 6. *Bidder*--The individual or entity who submits a Bid directly to Owner.
- 7. Bidding Documents--The Bidding Requirements and the proposed Contract Documents (including all Addenda).
- 8. Bidding Requirements--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.
- 9. Change Order--A document recommended by Engineer which is signed by Contractor, and Owner and

authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

- 10. Claim--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- 11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- 12. Contract Documents--The Contract Documents are the Contract Documents identified in the Owner-Contractor Agreement ("Agreement").
- 13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
- 14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
- 15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.
- 16. Cost of the Work--See Paragraph 11.01.A for definition.
- 17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- 18. Effective Date of the Agreement--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the Owner.
- 19. *Engineer*--The individual or entity named as such in the Agreement.
- 20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

- 21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
- 22. Hazardous Environmental Condition--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work
- 23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 24. Laws and Regulations; Laws or Regulations-Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
- 25A. *Modification*. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer.
- 26. *Milestone--*A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 27. *Notice of Award*--A written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
- 28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
- 29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
  - 30. *PCBs*--Polychlorinated biphenyls.
- 31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

- 32. Progress Schedule--The Progress Schedule, sometimes called the Construction Schedule, is the document prepared by the Coordinating Contractor. The Coordinating Contractor is defined in the Agreement.
- 33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- 34. *Project Manual--*The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
- 35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.
- 37. *Resident Project Representative--*The authorized representative of Engineer who may be assigned to the Site or any part thereof.
- 38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 39. Schedule of Submittals--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
- 40. 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. If the Owner or Engineer prepares a Bid Schedule breaking the Work down into estimated quantities (pay items) for the purpose of bidding the Work, the Schedule of Values shall be the Bid Schedule. If there is any part of the Work that is not identified in the Bid Schedule, such part shall be deemed to be incidental to Work identified in the Bid Schedule.
- 41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and

easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

- 43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- 44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- 45. 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.
- 46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.
- 47. Supplementary Conditions--That part of the Contract Documents which amends or supplements these General Conditions. Modifications to the standard EJCDC general conditions document are included in the text of this document and are shown as underlined text (additions) and interlineated text (deletions). If additional supplements are included in the Contract Documents, they may be in the form of Supplementary or Special Conditions.
- 48. 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 any Subcontractor.
- 49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 50. *Unit Price Work--*Work to be paid for on the basis of unit prices.
- 51. Work--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and

documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. Work Change Directive--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

#### 1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following 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 requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

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

#### E. Furnish, Install, Perform, Provide

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

#### **ARTICLE 2 - PRELIMINARY MATTERS**

#### 2.01 Delivery of Bonds and Evidence of Insurance

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

also deliver to Owner such bonds, insurance certificates, insurance endorsements, and other documents as Contractor may be required to furnish under the Contract Documents.

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

#### 2.02 Copies of Documents

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

## 2.03 Commencement of Contract Times; Notice to Proceed

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

#### 2.04 Starting the Work

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

#### 2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified

in the General Requirements), Contractor shall submit to Engineer for timely review:

- 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. The total of the schedule of values prepared for the Work, as required by the General Conditions, shall not exceed the Bid submitted for the Work, unless such amount is adjusted as provided in the Contract Documents.

#### 2.06 Preconstruction Conference

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

#### 2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and Owner.
- 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
- 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work. Once approved by the Engineer, the

Contractor will not change the allocation of the Contract Price to the component parts of the Work without the Engineer's written approval. The Engineer thereafter may from time to time require the Contractor to adjust such schedule if the Engineer determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the schedule of values as required by the Engineer within ten (10) days.

4. The Construction/Progress Schedule shall be prepared as provided in Paragraph 6.4.

## ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### *3.01* Intent

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

#### 3.02 Reference Standards

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

Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.03 Reporting and Resolving Discrepancies

#### A. Reporting Discrepancies

- 1. Contractor's Review of Contract Documents Before Starting Work: In addition to its obligations under the Instructions to Bidders, before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
- 2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
- 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof or Contractor failed to perform its obligations under the Instruction to Bidders.
- 4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 6.16.A.).

#### B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract

Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
- 2. Within the Contract Documents, requirements of the Agreement shall take precedence over the Modified General Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.
- 3. Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over general instructions or specifications.

## 3.04 Amending and Supplementing Contract Documents

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

#### 3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or
- reuse any of 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 adoption by Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

#### 3.06 Electronic Data

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

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

#### 4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations. Upon reasonable request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 Subsurface and Physical Conditions

- A. Reports and Drawings: The Supplementary Conditions identify: The Agreement identifies:
- 1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
- 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- 3. it is possible that there may be other reports and/or tests of subsurface conditions at or contiguous to the Site. The Owner makes no representation about such reports and/or tests, assuming they exist.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions the Agreement. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities 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. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

#### 4.03 Differing Subsurface or Physical Conditions

- A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:
- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 3. differs materially from that shown or indicated in the Contract Documents; or
- 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents:

then Contractor, as a condition precedent to any increase in the Contract Price and/or an extension of the Contract Times shall, promptly within 48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

- C. Possible Price and Times Adjustments
- 1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
- 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or

Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided <u>elsewhere</u> in these Modified General Conditions:

- Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data.

- b. locating all Underground Facilities protecting all Underground Facilities in a manner at least as cautious and protective of safety and of underground facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.30,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. Not Shown or Indicated

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

Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 Reference Points

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

#### 4.06 Hazardous Environmental Condition at Site

- A. Reports and Drawings: Reference is made in the Agreement for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless

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

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

#### **ARTICLE 5 - BONDS AND INSURANCE**

#### 5.01 Performance, Payment, and Other Bonds

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

Such bond shall be in the form that meets the requirements of the Ohio Revised Code. If the Contractor submitted a combined Bid Guaranty and Contract Bond with its bid for the Work, that form of Bond shall satisfy the Contractor's requirement to provide a Contract Bond. Contractor shall also furnish any other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury and meet the other requirements of the Contract Documents. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

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

D. Material Default or Termination. If the Owner notifies the Contractor's surety that the Contractor is in material default, the surety will complete its investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to inspect and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer's making such records available as provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written report or documents.

If the Owner terminates the Contract and the surety proposes to takeover the Work, the surety shall do so no later than the later of the expiration of the 21-day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents. If the Contractor is terminated for cause, the replacement contractor shall not be the Contractor

or its employees, unless the Owner agrees in writing. In the event the Surety takes over the Project, the surety's obligation shall not be limited to the penal sum of the Bond.

If the surety does not propose an acceptable contractor as required by this Paragraph 5.01.D, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor's scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents.

This Paragraph 5.01.D is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations.

In the event of the Contractor's termination and if the surety does not takeover the Work as provided in this Paragraph 5.01.D., the Owner may take possession of and use all materials, facilities and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

#### 5.02 Licensed Sureties and Insurers

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

#### 5.03 Certificates of Insurance

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

B. Owner shall deliver to Contractor, with copies to each additional insured identified in these Supplementary Modified General Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any

other additional insured) which Owner is required to purchase and maintain.

- C. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 Contractor's Liability Insurance

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

- 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
- 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in these Supplementary Modified General Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions Paragraph 5.04B.2.a or required by Laws or Regulations, whichever is greater;
- a. The minimum limits of liability for the required insurance policies listed in Paragraph 5.04.A shall not be less than the following unless a greater amount is required by law:
  - (1) Commercial General Liability ("CGL"): Bodily injury (including death and personal injury) and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. CGL shall include (i) Premises-Operations, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Independent Contractors' Protective, (v) Broad Form Property Damage, including Completed Operations, (vi) Contractual Liability, (vii) Products and Completed Operations, (viii) Personal/Advertising Injury with Employment Exclusion deleted, (ix) Stopgap liability endorsement for \$1,000,000 limit, and (x) per project aggregate endorsement.
  - (2) Automobile Liability, covering all owned, nonowned, and hired vehicles used in connection with the Work: Bodily injury (including death and personal injury) and property damage with a combined single limit of \$1,000,000 per person and \$1,000,000 each accident.
  - (3) Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$1,000,000 for each occurrence and \$1,000,000

aggregate for contracts with a Contract Price of \$250,000 or less; \$2,000,000 each occurrence and \$2,000,000 aggregate for contracts with a Contract Price greater than \$250,000 but less than or equal to \$500,000; \$3,000,000 each occurrence and \$3,000,000 aggregate for contracts with a Contract Price greater than \$500,000 but less than or equal to \$1,000,000; and \$5,000,000 each occurrence and \$5,000,000 aggregate for contracts with a Contract Price greater than \$500,000 aggregate for contracts with a Contract Price greater than \$1,000,000.

The following provisions shall also apply to the insurance provided by the Contractor:

- (a) Contractor's insurance shall be primary and non-contributory.
- (b) Insurance policies shall be written on an occurrence basis only.
- (c) The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.
- (d) Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.
- (e) The additional insured endorsement shall be ISO 20 10 11 85 or its equivalent so that Completed Operations liability extends to the additional insureds after the completion of the Project.
- 3. include <u>products and</u> completed operations insurance;
- 4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
- 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed with respect to coverage for the Project or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Modified General Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting,

removing, or replacing defective Work in accordance with Paragraph 13.07; and

- 7. with respect to <u>products and</u> completed operations insurance, and any insurance coverage written on a <del>claims made basis, remain in effect for at least two years after final payment.</del>
  - a. Contractor shall furnish Owner and each other additional insured identified in these Supplementary Modified General Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 Owner's Liability Insurance

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

#### 5.06 Property Insurance

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

- 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- 2. be written on a Builder's Risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions:

- 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
- 5. allow for partial utilization of the Work by Owner:
- 6. include testing and startup; and
- 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- A. Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of full replacement cost thereof. Insurance shall be completed value form.
  - (1) This insurance shall:
  - (a) include the interests of Owner, Contractor, Subcontractors, Engineer, and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured (Insurance certificates shall specifically indicate by name the additional insureds which are to include Owner and Engineer as well as other individuals or entities so identified.);
  - (b) be written on a Builder's Risk "all-risk" form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (including that caused by flood or hydrostatic pressure), and such other perils or causes of loss as may be specifically required by the Modified General Conditions;
  - (c) include expenses incurred in the repair or replacement of any insured property (including

- but not limited to fees and charges of engineers and architects);
- (d) cover the total value of materials and equipment supplied under the Contract from the time Contractor takes possession of them until they are installed and tested by Contractor and the project is accepted as complete by Owner under an endorsement to this policy or in the form of Installation Floater Insurance of the "all risk" type;
- (e) allow for partial utilization of the Work by Owner;
- (f) include testing and startup; and
- (g) be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- (2) Contractor shall be responsible for any deductible or self-insured retention.
- (3) The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph 5.06.A and shall comply with the requirements of Paragraph 5.06.C of these General Conditions.
- B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by these Supplementary Modified General Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in these Supplementary Modified General Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor,

Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. Contractor shall pay all deductible provisions applicable to claims related to the Project made under and paid by insurance. If more than one Contractor is responsible for the incident giving rise to the insurance coverage, the Contractors shall be responsible on a pro rata basis, according to their responsibility for the occurrence or accident giving rise to the claim, for payment of the deductible. The maximum deductible shall be \$5,000. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

#### 5.07 Waiver of Rights

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

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:
- 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
- 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 Receipt and Application of Insurance Proceeds

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

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

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

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

## 5.10 Partial Utilization, Acknowledgment of Property Insurer

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

#### **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

#### 6.01 Supervision and Superintendence

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

nique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

#### 6.02 Labor; Working Hours

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

#### 6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. Contractor warrants that all materials and equipment are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship or design. The foregoing applies

whether the materials or equipment are specified in the Contract Documents.

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

#### 6.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with the Contract Documents.
- 1. The Contractor, promptly after being awarded the Contract and within five (5) days of the date of any request from the Coordinating Contractor, Design Professional or the Owner to submit scheduling information, shall submit proposed scheduling information for its Work to the Coordinating Contractor, Design Professional and to the Owner in such form and in such detail as requested by the Coordinating Contractor. The Coordinating Contractor shall prepare the Progress Schedule within ten (10) days of the date of the Notice to Proceed. The Progress Schedule shall include and be consistent with any applicable Milestone Dates in the Construction Documents. Coordinating Contractor shall prepare all Progress Schedules in CPM format unless provided otherwise in the Contract Document or otherwise agreed in writing by the Owner. The Progress Schedule is for the purpose of coordinating the timing, phasing and sequence of the Work of the Contractors and shall not change or modify the Date for Substantial Completion. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification or a Claim that is Finally Resolved, regardless of the date in the Proposed Schedule.
  - .1 The Coordinating Contractor shall update the Progress Schedule each month. In preparing and updating the Progress Schedule, the Coordinating Contractor shall take into consideration but not be bound by the scheduling and other information submitted by the Contactors.
  - .2 The Progress Schedule shall be manpower loaded and shall include a schedule of the submission of Shop Drawings, Product Data and Samples.
  - .3 The Contractor shall, on a weekly basis, prepare and submit to the Coordinating Contractor a written report describing the activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a look-ahead

- projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation the Contractor's workforce crew size and total resource hours associated with such Work and any other information requested by the Coordinating Contractor or the Architect.
- .4 The float in the Progress Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Contract Date for Substantial Completion.
- 2. The Contractor's obligation to furnish requested scheduling information is a material term of its Contract. If the Contractor fails to furnish requested scheduling information in writing within five (5) days of a request for such information from the Coordinating Contractor, Design Professional or Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to furnish the requested information.
- B. THE PERIODS OF TIME IN THE PROJECT CONSTRUCTION SCHEDULE ARE OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CURRENT PROJECT CONSTRUCTION SCHEDULE.
- 1. Notice of Delays. As a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and the Engineer verbal notice of any delay affecting its Work within two (2) business days of the commencement of the delay. In addition and also as a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and Engineer written notice of the delay within ten (10) business days of the commencement of the delay with specific recommendations about how to minimize the effect of the delay. The written notice of the delay shall conspicuously state that it is a "NOTICE OF DELAY." A notice of a delay shall not constitute the submission of a Claim. Contract Times shall only be changed as provided in the Agreement. The Contractor acknowledges and agrees that these notice provisions are material terms of the Contract Documents and give the Owner the opportunity to take action to minimize the cost and/or effect of delays.

#### 6.05 Substitutes and "Or-Equals"

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

#### 2. Substitute Items

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

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

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

### 6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. If Owner or Engineer after due investigations has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, either may request Contractor submit an acceptable substitute without an increase in Contract Price, and the Contractor shall do so within ten (10) days...
- B. If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for review or acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Contract Documents Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No review or acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
- 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
- 2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in these Supplementary Modified General Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 Patent Fees and Royalties

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

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

#### 6.08 Permits

A. Unless otherwise provided in the 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to

or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### *6.10* Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. The Owner will provide the Contractor with a Construction Tax Exempt Certificate upon request, made through the Engineer.
- C. Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.
- D. In addition to any other taxes required to be withheld by the Contractor, the Contractor shall withhold any income taxes due to the Owner for wages, salaries and commissions paid to its employees for work done under this Agreement and further agrees that any of its subcontractors shall, by the terms of its subcontract, be required to withhold any such income taxes due for work performed under this Agreement.

#### 6.11 Use of Site and Other Areas

#### A. Limitation on Use of Site and Other Areas

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder caused or alleged to have been caused by or based upon Contractor's performance of the Work.
- B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one two record copy copies of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner The Contractor shall deliver these record documents, samples, and shop drawings to the Engineer, no later than the date for Substantial Completion for the Engineer's review and transmittal to Owner.

#### 6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 1. all persons on the Site or who may be affected by the Work:
- 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- B. Contractor shall keep at the Site at all times during the progress of the Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

#### 6.15 Hazard Communication Programs

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

#### 6.16 Emergencies

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

#### 6.17 Shop Drawings and Samples

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

#### 1. Shop Drawings

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

- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
- 2. Samples: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.
  - a. Submit number of Samples specified in the Specifications.
  - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

#### C. Submittal Procedures

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
  - a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
  - c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
  - d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

#### D. Engineer's Review

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

#### E. Resubmittal Procedures

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

#### 6.18 Continuing the Work

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

#### 6.19 Contractor's General Warranty and Guarantee

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

#### 6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, (whether alleged or proven), demands, 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 Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents. The Contractor's obligations under this Paragraph 6.20.A are joint and several.
- B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or

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

#### 6.21 Delegation of Professional Design Services

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

#### ARTICLE 7 - OTHER WORK AT THE SITE

#### 7.01 Related Work at Site

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

#### 7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the

Owner will provide for the coordination of the Work at the Site in the Contract Documents.

#### 7.03 Legal Relationships

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

#### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

#### 8.01 Communications to Contractor

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

#### 8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer, whose status under the Contract Documents shall be that of the former Engineer.

#### 8.03 Furnish Data

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

#### 8.04 Pay When Due

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

#### 8.05 Lands and Easements; Reports and Tests

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

#### 8.06 Insurance

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

#### 8.07 Change Orders

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

#### 8.08 Inspections, Tests, and Approvals

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

#### 8.09 Limitations on Owner's Responsibilities

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

## 8.10 Undisclosed Hazardous Environmental Condition

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

#### 8.11 Evidence of Financial Arrangements

A. The Owner shall provide the Contractor with a certificate from its fiscal officer as to the availability of funds.

## ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

#### 9.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

#### 9.02 Visits to Site

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

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

#### 9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work and to assist in carrying out the Engineer's other responsibilities under the Contract Documents and its agreement with the Owner. 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 will be subject to the Contract Document, specifically including the requirement in the Agreement that any Change Order or other Modification be authorized by a resolution duly adopted by the Owner. Supplementary

#### 9.04 Authorized Variations in Work

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

#### 9.05 Rejecting Defective Work

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

#### 9.06 Shop Drawings, Change Orders and Payments

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

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design

drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

#### 9.07 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.
- B. Unit Price Work for which a typical cross section or other detail from the Contract Documents applies shall be paid only up to the quantity determined by using the dimensions provided in the typical cross section or other detail. By way of example, this provision means that if a typical trench width detail in the Drawings shows a maximum width of 30-inches, all pay quantities associated with the actual work of constructing the detail shall be calculated using a trench width not greater than 30-inches. This means that the actual pay quantity could also be less than that based upon a 30-inch wide trench, if the actual trench width is smaller and otherwise in conformance with the Contract Documents, but the Contractor would not be paid more if the actual trench width exceeds 30 inches. Contractor is responsible for determining what actual trench width may be required due to field conditions and applicable laws and regulations existing at the time of its bid.

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

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

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

## 9.09 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the

results certified indicate compliance with the Contract Documents.

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

#### **ARTICLE 10 - CHANGES IN THE WORK; CLAIMS**

#### 10.01 Authorized Changes in the Work

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

The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct, indirect and cumulative costs associated with such change and any and all adjustments to the Contract Sum and the Date for Substantial Completion.

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

#### 10.02 Unauthorized Changes in the Work

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

#### 10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
- 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or

Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

- 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
- 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 Notification to Surety

A. If notice 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) is required by the provisions of any bond to be given to a surety, 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. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

#### 10.05 Claims

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

with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time). *Notice:* As a condition precedent to a change in the Contract Price or the Contract Times, for each Claim the Contractor shall deliver a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the Engineer and the Owner, within 30 days of the start of the event giving rise to the Claim. The Contractor shall be responsible for substantiating its Claim. The Contractor's obligation to deliver a fully completed Statement of Claim within such 30 day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.

As a condition precedent to a change in the Contract Price or the Contract Times or a recovery of damages against the Contractor, the Owner will give the Engineer and the Contractor written notice of a Claim. The Owner shall be responsible for substantiating its Claim.

The Contractor acknowledges and agrees that the Owner and/or parties in privity of contract with the Owner may delay, interfere with and/or disrupt the Contractor's Work, and such actions shall not constitute a breach of contract by the Owner, since the Contractor is entitled to additional compensation by properly pursuing a Claim as permitted by these Modified General Conditions. Pending the final resolution of a Claim, the Contractor shall continue performance of the Work.

- C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
  - 1. deny the Claim in whole or in part,
  - 2. approve the Claim, or
- 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute

resolution procedure set forth in Article 16 within 30 days of such action or denial. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor commences an action in a court of exclusive jurisdiction as set forth in Paragraph 16.01.A.2 within 30 days of such action or denial.

- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.
- G. False or Fraudulent Claim. The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages and fees and expenses.
- H. Claim Documentation: Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with subcontractors and suppliers, internal correspondence (including e-mail), accounting records, and other information from which the Contractor's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Contractor shall provide such documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The Contractor's provision of the requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment |

Failure to provide the requested documents shall be a material breach of the Contract, and Contractor shall indemnify Owner for all of Owner's 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 Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute

resolution proceedings, if the data was reasonably available at the time of the request.

## ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

#### 11.01 Cost of the Work

- A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.
- 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 at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
- 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
- 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by

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

(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 Allowances

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

#### B. Cash Allowances

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

#### C. Contingency Allowance

- 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. Contractor shall not be paid for any Unit Price Work that represents an actual quantity greater than 110% of the estimated quantity, without a Change Order. The Contractor shall maintain such records as the Engineer may require to track the quantities of Unit Price Work.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
- 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
- 2. there is no corresponding adjustment with respect any other item of Work; and
- 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

### ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

#### 12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract

Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
- 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
- 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
- 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
- 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor:
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

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

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

#### 12.02 Change of Contract Times

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

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

#### 12.03 Delays

A.1 Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay, if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, weather\_conditions as provided in Paragraph 12.03.A.2, or acts of God

A.2 Weather Delays. When the Contractor is prevented from completing any part of the Work on the critical path within the Contract Time due to weather conditions, if a Claim is made therefor as provided in Paragraph 12.02.A, the Contract Times will be extended by one (1) day for each work day lost due to weather that delays Work on the critical path in excess of those in the following table:

<u>Month</u>	Number of Workdays		
	Lost Due To Weather		
<u>January</u>	<u>8</u>		
<u>February</u>	<u>8</u>		

March	7
<u>April</u>	<u>6</u>
May	<u>5</u>
<u>June</u>	<u>4</u>
<u>July</u>	<u>4</u>
August	<u>4</u>
September	<u>5</u>
<u>October</u>	<u>6</u>
November	<u>6</u>
<u>December</u>	<u>6</u>

A work day will be lost due to weather only when weather conditions reduce production by more than 50 percent on Work on the critical path. Production shall be measured by hours worked. The Contractor shall have the burden of establishing that weather conditions reduced production by more than 50 per cent on Work on the critical path.

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

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C, it being understood and agreed that the Contractor has included in the Contract Price a contingency for the risk of such delays.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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

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

#### 13.01 Notice of Defects

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

#### 13.02 Access to Work

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

#### 13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
- 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
- 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
- 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 Uncovering Work

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

amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 Owner May Stop the Work

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

#### 13.06 Correction or Removal of Defective Work

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

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

#### 13.07 Correction Period

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

- 1. repair such defective land or areas; or
- 2. correct such defective Work; or

- 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
- 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or limitation upon, or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's

recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency. If Contractor fails within two (2) business days of a written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work or to remove and replace, or take reasonable steps to remove and replace, rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph 13.09.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and

Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

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

### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

#### 14.01 Schedule of Values

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

A. The Schedule of Values established as provided in Paragraph 2.05A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. The Engineer-approved version of the Application for Payment form, which includes information on completed Schedule of Values items, is to be used by the Contractor when making an Application for Progress Payment. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### 14.02 Progress Payments

#### A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. At least by the 20<sup>th</sup> day of the month (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment (including a Schedule of Values described in Paragraph 2.05.A of the Modified General Conditions) filled out and signed by Contractor covering the Work completed as of the date of the Application, and accompanied by a properly completed Contractor's Payment Application Checklist, all the

documentation required to be submitted with such Checklist, and any other supporting documentation required by the Contract Documents or by the Engineer. The Application for Payment will be in the form and submitted with the number of copies of it and all related documents as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

- 2. Beginning with the second Application for Payment, each Application shall include a) a Waiver and Release Agreement for itself and a Subcontractors Suppliers Waiver and Release Agreement for each of its subcontractors, and b) a Contractor's Affidavit with List of Subcontractors and Suppliers with Amounts Withheld.
- 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. The Owner and the Contractor agree that any escrow account required in connection with the Project shall be established at a bank or savings and loan association in the State of Ohio used by the Owner, and the escrow agent shall be compensated for its services in accordance with the schedule approved by the Owner from the income from the escrow account.

#### B. Review of Applications

- 1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation

previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders:
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; -
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A; or
- e. the Contractor is in default of any other Agreement it has with the Owner..

#### C. Payment Becomes Due

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

#### D. Reduction in Payment

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to

by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

#### 14.03 Contractor's Warranty of Title

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

#### 14.04 Substantial Completion

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

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

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

F. Time for Completion of Items on Tentative List and Remedies. The time fixed by the Engineer for the completion of all items on the list accompanying the tentative certificate of Substantial Completion shall not be greater than forty-five (45). The Contractor shall complete all items on the list within such 45-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

#### 14.05 Partial Utilization

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

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

to issue a certificate of Substantial Completion for that part of the Work.

- 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
- 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
- 4. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

4. <u>5.</u> No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner

and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 Final Payment

#### A. Application for Payment

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
- 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. a Contractor's Waiver and Release Agreement for itself as of the date of the Final Application for Payment and Subcontractors Suppliers Waiver and Release Agreements for each of its Subcontractors and Suppliers as of the date of the Final Application for Payment.
- 3. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.
- B. Engineer's Review of Application and Acceptance
- 1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment,

indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

#### C. Payment Becomes Due

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

#### 14.08 Final Completion Delayed

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

#### 14.09 Waiver of Claims

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

the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

#### 15.01 Owner May Suspend Work

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

#### 15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
- 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
- 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
- 3. Contractor's disregard of the authority of Engineer;
- 4. Contractor's violation in any substantial way of any provisions of the Contract Documents; or
- 5 Contractor is in material default of any other Agreement with the Owner.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven three business days written notice of its intent to terminate the services of Contractor:
- 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used

by Contractor (without liability to Contractor for trespass or conversion),

- 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
- 3. complete the Work as Owner may deem expedient.

<u>Such termination shall be effective as of the date stated in</u> the termination notice provided to Contractor.

- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within three days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

#### 15.03 Owner May Terminate For Convenience

A. Upon seven three business 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. Such termination shall be effective as of the date stated in the written notice. In such case, Contractor shall be paid for (without duplication of any items):

- 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
- 3. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- C. Contractor shall require similar provisions contained in Paragraph 15.03 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from the Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 15.03 shall be the Contractor's sole remedy in the event of termination for convenience by Owner.

#### 15.04 Contractor May Stop Work or Terminate

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

this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

#### **ARTICLE 16 - DISPUTE RESOLUTION**

#### 16.01 Methods and Procedures

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

#### A. Settlement, Methods and Procedures

- 1. In the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs and expenses. If at any stage of the litigation, including any appeals, Contractor's claim is dismissed or found to be without merit, or if the damages awarded to Contractor on its claim do not exceed Owner's offer of settlement, Contractor shall be liable to Owner and shall reimburse Owner for all attorneys fees, costs and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor's claim.
- 2. Any dispute, claim or other matter not settled by negotiation or other means as mutually agreed upon by Owner, Contractor, and surety where applicable, shall be determined by the Court of Common Pleas for county in which the Owner's principal office is located, which shall have exclusive venue and jurisdiction over such matters and claims.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become

final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

- 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
- 2. agrees with the other party to submit the Claim to another dispute resolution process, or
- 3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

#### **ARTICLE 17 – MISCELLANEOUS**

#### 17.01 Giving Notice

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

#### 17.02 Computation of Times

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

#### 17.03 Cumulative Remedies

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

#### 17.04 Survival of Obligations

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

#### 17.05 Controlling Law

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

#### 17.06 Headings

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

#### **ODOT MANUAL SUPPLEMENT**

This Supplement shall apply where and to the extent that the State of Ohio Department of Transportation Construction and Material Specifications, dated January 1, 2008, is expressly incorporated into the Contract Documents via the Owner-Contractor Agreement, or when designated as a Contract Document in the list of Contract Documents in the Owner-Contractor Agreement, or is referenced anywhere else in the Contract Documents as one of the Contract Documents.

- Regardless of any terms to the contrary in Division 100 or elsewhere, any directions or orders of the Engineer that will result in an adjustment of the Contract Price or the Contract Time shall require the prior written approval of the Owner. It is expressly understood and agreed that the Engineer does not have authority to authorize changes or modifications in the Contract Price or Contract Time.
- 2. The Contractor's obligations under this ODOT Supplement are in addition to and not in limitation of its other obligations under the Contract Documents.
- 3. Delays. Regardless of the terms in this ODOT Supplement, including Item 109.05, all time adjustments shall be subject to a) filing a Claim in accordance with Paragraph 10.05 of the modified General Conditions of the Contract for Construction (EJCDC C-700, 2002 edition) ("Modified General Conditions"), b) substantiating the Contractor's entitlement to a time adjustment in accordance with Paragraph 12.03 of the Modified General Conditions and c) Item 109.05. The Contractor will be entitled to additional compensation for delays but only for those delays described in Paragraph 12.03.B of the Modified General Conditions. As part of the Claims process and as a condition precedent to receiving any additional compensation, the Contractor shall prepare a cost analysis as allowed by Item 109.05.D substantiating its entitlement to additional compensation.
- 4. **Division 100, General Provisions**. The following Division 100 General Provisions of the State of Ohio Department of Transportation, Construction Specifications Manual dated January 1, 2008 are incorporated in this ODOT Supplement, subject to any changes or limitations herein.
  - a. Item 101.01, General.
  - b. Item 101.02, Abbreviations, provided that references to DCE, DDD, DET shall mean the Owner.
  - c. Item 101.03, Definitions, provided where terms that are defined in the other Contract Documents, the definition in the other Contract Documents shall control, and further provided that the following definitions are deleted, modified and/or added:
    - i. Contract Bond is deleted.
    - ii. Contract Documents is deleted.
    - iii. Contract Time is deleted.
    - iv. Contractor is deleted
    - v. Department shall mean the Owner.
    - vi. Director shall mean the Owner's representative.
    - vii. Engineer is deleted.
    - viii. Extra Work Contract is deleted.
    - ix. Final Acceptance shall mean Final Completion as defined in the Owner Contractor Agreement.
    - x. Final Inspector shall mean the Owner.

- xi. Laboratory is deleted.
- xii. Proposal Guaranty is deleted.
- xiii. Questionnaire is deleted.
- xiv. Signatures on Contract Documents is deleted.
- xv. State or state shall mean the Owner.
- xvi. Subcontractor is deleted.
- xvii. Work is deleted.
- d. Item 101.04, Interpretations.
- e. Item 103.03, Cancellation of Award.
- f. Item 104.02.D.2, Significant Changes in the Character of the Work (including both tables following this Item), provided that all references to Item 108 are deleted and that all time adjustments shall be subject to filing a Claim in accordance with the modified General Conditions and substantiating the entitlement to an extension of time as provided in the modified General Conditions (EJCDC Document C-700, 2002 edition) ("Modified General Conditions").
- g. Item 104.03, Rights in and Use of Materials Found on the Work.
- h. Item 104.04, Cleaning Up.
- i. Item 105.02, Plans and Working Drawings, provided that the review of submittals may be by the Owner or the Engineer in the Owner's discretion.
- j. Item 105.06, Superintendent.
- k. Item 105.10, Inspection of Work.
- I. Item 105.11, Removal of Defective and Unauthorized Work.
- m. Item 105.12, Load Restrictions.
- n. Item 105.13, Haul Roads, provided that the second paragraph in this Item is deleted. The Contractor shall be responsible for any damage to the roads referred to in the second paragraph.
- o. Item 105.14, Maintenance During Construction, except substitute "Final Completion" for "Final Inspection" and delete the remainder of the first sentence. Additionally, delete the second to last sentence in this Item.
- p. Item 105.15, Failure to Maintain Roadway or Structure.
- q. Item 105.16, Borrow and Waste Areas.
- r. Item 105.17, Construction and Demolition Debris.
- s. Item 106.01, Source of Supply and Quality Requirements.
- t. Item 106.02, Samples, Tests and Cited Specifications, provided that this Item will be optional at the discretion of the Owner. If the Owner elects to proceed under this Item, a) the Contractor without additional cost will provide material samples as required by the Owner, and b) the Owner may conduct such tests as it determines proper.
- u. Item 106.03, Small Quantities and Materials for Temporary Application.
- v. Item 106.04, Plant Sampling and Testing Plan.
- w. Item 106.05, Storage of Materials.
- x. Item 106.06, Handling Materials.

- y. Item 106.07, Unacceptable Materials.
- z. Item 106.08, Department-Furnished Material.
- aa. Item 106.09, Steel and Iron Products Made in the United States.
- bb. Item 107.01, Laws to be Observed.
- cc. Item 107.02, Permits, Licenses, and Taxes.
- dd. Item 107.03, Patented Devices, Materials, and Processes.
- ee. Item 107.05, Federal-Aid Provisions.
- ff. Item 107.06, Sanitary Provisions.
- gg. Item 107.07, Public Convenience and Safety.
- hh. Item 107.08, Bridges Over Navigable Waters.
- ii. Item 107.09, Use of Explosives, provided that both bringing explosives onto the site and any use of explosives shall require the prior written approval of the Owner.
- jj. Item 107.10, Protection and Restoration of Property, provided that the Contractor shall remain responsible for all damage and injury to property until the Project is Finally Complete.
- kk. Item 107.11, Contractor's Use of the Project Right-of-Way or Other Department-Owned Property, provided the reference to Item 109.12 is deleted.
- II. Item 107.12, Responsibility for Damage Claims and Liability Insurance, provided that all notices and certificates shall be delivered to the Owner's representative and, if there is no Owner's representative, to the Engineer. Reference to the "State of Ohio, Department of Transportation" shall mean the Owner. **Note**. The following Sections in the General Conditions of the Contract for Construction (EJCDC C-700, 2002 edition) as modified are deleted: 5.03, Certificates of Insurance, 5.04 Contractor's Liability Insurance, 5.05, Owner's Liability Insurance, 5.06 Property Insurance, 5.07 Waiver of Rights, 5.08, Receipt and Application of Insurance Proceeds, Section 5.09 Acceptance of Bonds and Insurance; Option to Replace, and 5.10 Partial Utilization, Acknowledgement of Property Insurance.
- mm. Item 107.13, Reporting, Investigating, and Resolving Motorist Damage Claims, provided that this item is modified to read, "When a motorist reports damage to its vehicle either verbally or in writing to the Contractor, the Contractor shall within 3 days make and file a written report to the Owner and the Engineer and also file a report with its insurance carrier".
- nn. Item 107.14 Opening Sections of Project to Traffic, provided that the reference to Item 108.06 is deleted.
- oo. Item 107.15, Contractor's Responsibility for Work, provided that reference to "Final Inspection according to 109.12.A" shall mean "Final Completion."
- pp. Item 107.17, Furnishing Right-of-Way.
- qq. Item 107.19, Environmental Protection, provided that the Owner makes no representation as to having acquired any permits unless expressly provided in the Contract Documents. The Contractor will comply with any permits obtained by the Owner.
- rr. Item 107.20, Civil Rights.
- ss. Item 107.21, Prompt Payment.

- tt. Item 108.01, Subletting of the Contract, provided that the Contractor need not provide the Owner with information or reports on DBE participation unless the Contract Documents otherwise requires such reports or information. Additionally, unless otherwise provided in the Contract Documents the 50% self contracting requirement in the first sentence is waived.
- uu. Item 108.04, Limitation of Operations.
- vv. Item 108.05, Character of Workers, Methods, and Equipment.
- ww. Item 108.10, Payroll Records.
- xx. Item 109.01, Measurement of Quantities, provided that this item will apply only where payment is to be based on the measurement of quantities.
- yy. Item 109.02, Measurement Units.
- zz. Item 109.03, Scope of Payment.
- aaa. Item 109.04, Compensation for Altered Quantities and Eliminated Items.
- bbb. Item 109.05, Extra and Force Account Work as modified in this Supplement, provided that a) the references to Items 105.07, 105.10 and 108 are deleted, b) all negotiated prices shall required the Owner's written approval, c) the Owner must approve in writing any directions or orders by the Engineer to proceed with force account work, d) in Item 109.05.B.2 the reference to Department shall mean the Ohio Department of Transportation, e) the compensation provided in 109.05.B through 109.05.D constitutes payment in full for all the items referred to in Item 109.05.C.11, except for any additional compensation for delays, f) Item 109.05.D.2.f regarding home office overhead is deleted. The Contractor's entitlement to home office overhead, if any, shall be subject to current Ohio law.
- ccc. 109.06, Directed Acceleration.
- ddd. 109.07, Inefficiency.
- eee. 109.08, Unrecoverable Costs.
- Divisions 200 through 700. Divisions 200 through 700 of the State of Ohio Department of Transportation, Construction Specifications Manual dated January 1, 2008 are incorporated in this ODOT Supplement.
  - a. All references to Division 100 Items in Divisions 200 through 700 shall be to the Division 100 Items as modified in this Supplement.
  - b. Where Division 100 Items are referred to in Divisions 200 through 700 but are not included in this Supplement, the deleted references will be governed by this Paragraph 5.
  - c. In Item 203.04, the reference to Item 108.06 shall be governed by Paragraph 3, Delays, in this Supplement.
  - d. In Item 514.24, the reference to Item 109.10 shall be governed by the payment provisions in the Modified General Conditions.
  - e. In Item 624.04, the reference to item 109.09 shall be governed by the payment provisions in the Modified General Conditions, i.e., the Owner will process and make payments in accordance with the provisions in the Modified General Conditions. In the regard, the basis for payment of mobilization costs will be as provided in Item 624.04.
  - f. General to Divisions 200 through 700. The basis for payment provided in the Basis for Payment items in these Divisions shall be the basis for payment to the Contractor when applicable.

#### END OF ODOT SUPPLEMENT

### **PROJECT SPECIFICATIONS**

#### **SPECIFICATIONS - PAVING CONSTRUCTION**

The current specifications from the Ohio Department of Transportation (ODOT) are to be used as specifications on all paving projects of the City of Massillon by reference. The items in the proposal will be listed with State Item numbers. By reference to these all the work, kind, and quality of materials and types of equipment specified in detail under each Item Number shall be required just as fully as it the entire text of the ODOT specifications were used herein.

Where alternate methods, classes, or materials are permitted the particular alternate intended to be used will be shown on the plans or in the proposal. If there are matters not properly covered by the General Specifications or which are peculiar to the specific project and in conflict with the General Specifications, these will be covered by special provisions shown on the Plans or in the proposal; and such special provisions will take precedence over anything to the contrary.

A copy of the current ODOT specifications may be consulted by the prospective Bidders at anytime in the Engineer's office. Also the inspector on every paving project will have a copy which will be available to the Contractor for reference.

Where the manhole or catch basin adjustments are called for, the Contractor may adjust with the method as set forth in the plans and specifications only. In the case where adjustments must be made, they will be made **prior** to laying the asphalt.

All edges of the paving process will be sharp clean and sealed by the Contractor in accordance with ODOT specifications to the Engineer's satisfaction.

Upon request of the Engineer the Contractor will supply testing results, at the expense of the Contractor for the asphalt placed on the job. This test will be used to ensure the proper mix and consistency of the asphalt.

The ODOT specification for Asphalt Price Adjustment (Item 401.20) shall not be relevant to any project in the City of Massillon. The City shall not pay an increase nor accept a decrease for asphalt binder price adjustment.

The City reserves the right to retain any or all pavement grindings removed by the Contractor. The Contractor shall notify the City of Massillon Operations Superintendent at (330) 833-5746 with a minimum of 24 -hours advanced notice before milling the roadway, for a site where the grindings may be used, dumped or placed.

#### **Section 1-Description**

This item shall consist of surface (448), base (301) and /or intermediate leveling (448) course composed of mineral aggregate and bituminous material mixed in a central mixing plant.

#### **Section-2 Aggregate**

Aggregates shall consist of crushed gravel, or crushed stone and sand or other inert finely divided mineral aggregate.

- A) Coarse Aggregate Shall conform to the Ohio Department of Transportation Construction and Material Specifications book (latest version), section 703.05, except as follows. All asphalt mixes, designated by ODOT as 301, 448, shall conform to the following revised specifications. The percentage of wear, Los Angeles test maximum shall be 35% (stone or gravel). For #8 material the percent by weight of mechanically crushed pieces, minimum 65%. For #57 or #6 material, the percent by weight of fractured pieces, minimum 65%. The loss, sodium sulfate soundness test:
  - a) 13.0 percent for all surface courses and any asphalt concrete course directly below an open graded friction course.
  - b) 13.0 percent for No. 8 aggregate fractions used in intermediate courses that will be exposed to traffic over the winter months.
  - c) 15.0 percent for all other coarse aggregate used in intermediate courses that will be exposed to traffic over the winter months.

- B) Fine Aggregate Shall conform to the Ohio Department of Transportation Construction and Material Specifications book (latest version), section 703.05, except as follows. All asphalt mixes, designated by ODOT as 301, 402, 404, shall conform to following revised specification. The maximum loss for the sodium sulfate soundness test shall not exceed 13%.
- C) Sampling. ASTM D75 shall be used when sampling coarse and fine aggregate.

#### **Section 3-Bituminous Material**

Bituminous material shall be P.G. 64-22. The requirements of ODOT 702.01 shall be replaced with AASHTO provisional standard. MPI-93 or any superseding AASHTO specification for P.G. binders.

#### **Section 4-Preliminary Material Acceptance**

Prior to commencing construction, the contractor shall submit certified test reports to the City of Massillon (the City) for the following materials:

- A. Coarse Aggregate.
  - 1. Gradation
  - 2. Percent of wear
  - 3. Soundness
  - 4. Fracture count
  - 5. Dry bulk gravity and absorption
- B. Fine Aggregate.
  - 1. Gradation
  - 2. Soundness
  - 3. Dry bulk gravity and absorption

The City also may require samples of each aggregate be submitted along with the above test report data. One 50lb bag for each material, to verify aggregate compliance.

#### **Section 5-Composition of Mixture**

The bituminous plant mix shall be composed of a mixture of well-graded aggregate and bituminous material.

#### **Section 6-Job Mix Formula**

No bituminous mixture for payment shall be produced until a job mix formula has been approved by the City. The bituminous mixture shall be designed using procedures contained in Chapter V, MARSHALL METHOD OF MIX DESIGN, of the Asphalt Institutes Manual Series No. 2 (MS-2 Sixth Edition), Mix Design Methods of Asphalt Concrete, and shall meet the requirements of Tables 1 and 2.

The job mix formula shall be submitted in writing by the contractor to the City at least <u>15 days</u> prior to the start of paving operations and shall include as a minimum:

- A. Percent passing each sieve size.
- B. Percent of asphalt cement.
- C. Number of blows of hammer compaction per side of molded specimen.
- D. Compaction temperature.
- E. Plot of the combined gradation of the FHWA 45 power gradation curve.
- F. Graphical plots of stability, flow, air voids, voids in mineral aggregate, and unit weight verses asphalt content.

#### Table 1

TEST PROPERTY	VALUE
Number of Blows *	50
Stability, pounds minimum	1500
Flow, 0.01 in.	8-16
Mean Air Void Target (percent)	3.5

Table 1 - \*This value indicates Medium Traffic values.

#### Table 2

MIX TYPE	MINIMUM VOIDS IN MINERAL AGGREGATE
301	13
448 Inter	13
448 Surface	16

The gradation of the mixture will be designated in the Ohio Department of Transportation Construction and Material Specifications book (latest version), under 301, 446, 448. Minimum Asphalt percent, (percent of total mix) for 301 shall be 4.7%, for 448 intermediate shall be 5.0%, for 448 surface shall be 6.0%.

The contractor shall submit samples, upon written request of the City, at the contractor's expense, for job mix formula verification testing. The City may require three compacted specimens, and an un-compacted specimen at the proposed optimum AC content as determined by the JMF. At least 2000 grams of un-compacted mix is required. The job mix formula for each mixture shall be in effect until modified in writing by the City. Should a change in sources of materials be made, a new job mix formula must be approved by the City, before the new material is used.

#### **Section 7-Recycled Asphalt Concrete**

Reclaimed asphalt pavement (RAP) will not be permitted to be used in any surface courses. RAP may be used with the following guidelines. The stockpile of RAP to be used in the production of the mixture must be sampled and staked prior to use. The City will obtain a sample of the RAP for approval before the pile can be used. No other RAP may be used until it has been tested and staked, and approved by the City. The contractor shall submit a report indicating the gradation of the RAP, the A/C content, and the Abson Viscosity, along with the proposed mix design data. Reclaimed asphalt pavement (RAP) will not be permitted to be used in any surface courses. On intermediate mixes and base mixes, the amount of RAP is limited to no more than 10%.

#### **Section 8-Field Testing**

Job mix control testing shall be performed by the contractor for each day of production. The testing laboratory shall conform to the Ohio Department of Transportation Supplemental Specification 1041. A level II lab is required. At the minimum, two random samples will be taken from trucks at the plant per day. All the required tests shall be performed with material from each sample. A set of laboratory compacted specimens will be prepared using the number of blows as required by Table 1. Each set of lab specimens will consist of three specimens compacted at between 270 and 280 degrees F. The sample specimens shall be tested for the bulk specific gravity of each test specimens and for stability and flow. A theoretical maximum specific gravity test will be performed. The Gradation and Bitumen content shall be tested using and ODOT approved Ignition Oven, following ODOT's Ignition Oven Calibration and testing method.

A sample of each aggregate being used in the production of the mix, may be taken each day from the cold feed bins at the plant and turned over to the City for verification testing. A minimum sample of 4000 grams is required.

A report of all daily test results shall be delivered to the City within 24 hours, following a production day.

#### Section 9-Asphalt Plant Requirements

The plant shall be an Ohio Department of Transportation approved plant. Thus for each ticket delivered from a batch plant, the requirements of 750.03 shall be printed. For a drum mix plant, the requirements in 750.03 shall be printed and turned in to the City with the above Field testing report.

The mix arriving at the job site shall be at a minimum 290 degrees F, and a maximum of 325 degrees F. Any loads deviating from this temperature range will not be accepted and sent back to the contractor for disposal.

CITY OF MASSILLON - PROJECT SPECIFICATIONS

PS-3

#### **Section 10-Basis of Payment**

The City may instruct the contractor to take random samples at the plant, and the job site, and have an independent laboratory analyze the mixture for gradation and asphalt content using the Ignition method per ODOT. The contractor shall be responsible for the sample type, and delivering the samples to the City. The City will require at least two samples from the job site, and one from the plant, each day. The samples from the job site shall be at least 2000 grams, and the sample from the plant shall be at least 3000 grams. The results will be averaged per day and the basis of payment will be determined by:

#### ITEM 301 and 448 intermediate....

Sieve Deviation from the JMF

1 inch +-10% #4 Sieve +- 8% #8 Sieve +- 6%

A/C NO LESS THAN OPTIMUM

#### ITEM 448 surface....

Sieve Deviation from the JMF

1 inch 0% #4 Sieve +- 8% #8 Sieve +- 6%

A/C NO LESS THAN OPTIMUM

Payment for the daily production not meeting the mix design specification requirement listed above may be penalized ten percent (10%), of that day's production, based on the unit price bid for material in place. The results of the independent laboratory are final.

The City may halt production at any time if from testing the mixture or the aggregate, the test results do not conform to the mix design or the aggregate requirements. The contractor will have to redesign the mix or address the aggregate deficiencies.

#### **Section 11 - ITEM 614 MAINTAINING TRAFFIC**

The Contractor shall maintain traffic at all times on the project in accordance with Item 614 as described below.

In addition to the general requirements of Item 614, all traffic control devices necessary to maintain and protect traffic and the work zone shall be furnished, erected, maintained, and removed by the Contractor in conformance with the current revision of the Ohio Manual of Uniform Traffic Control Devices.

The Contractor shall keep himself/herself fully informed of and shall carefully observe and comply with all Federal and State laws and City of Massillon ordinances, permits, and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless the City and all of its officers, agents, and servants against any claim or liability arising from or based upon the violation of such law, ordinance, permit, requirement, or regulation, whether by himself/herself or his/her employees.

The Contractor shall provide lights, barricades, and watchmen necessary to protect the public or the work and maintain traffic when called for in the proposal, along the project, and also along the detour at the intersecting side streets. The City, at the Contractors written request will supply paper "NO PARKING" signs for which the Contractor will be responsible for posting in plain sight. Signs must be posted no later than 24 hours in advance on each street where work will be performed and City Police Department Traffic officer (330)830-1750 be notified by the Contractor that signs are in place. Signs must be removed and replaced after each phase of performed work. Contractor is responsible for reusing signs. Contractor will notify the City Police Department Traffic officer for removal of vehicles in violation of the "NO PARKING" signs.

All signs required to be installed by the Contractor shall be erected on their own posts. The contractor shall not use any existing signpost to mount a traffic control sign.

The Contractor shall take notice of the requirement of 614.03. Devices using other than Type "G" or Type "H" sheeting are not acceptable.

The Contractor shall maintain the required traffic control devices for a maximum of ten (10) days following the completion of the paving of the wearing surface. The Contractor shall complete the Type 2 pavement markings during this period. The Contractor shall not remove any traffic control devices prior to the completion of this work.

The Contractor shall install temporary yellow centerline markings and temporary white lane line markings where needed to all pavement courses exposed to traffic at the end of each day's operation. Temporary yellow centerlines and temporary white lane lines shall consist of 48" x 4" segments spaced at a maximum forty feet center to center. The markings are to be accurately located in a true line for centerline markings and lane lines.

Temporary pavement markings may be either 642 paint or 740.06 Type I or Type II preformed material, except that no preformed material containing metal shall be placed on any surface.

Payment for all labor, equipment, and materials shall be included in the lump sum contract price for 614, maintaining traffic, unless separately itemized.

#### Section 12 - ITEM 642 TRAFFIC PAINT, TYPE 2/644 THERMOPLASTIC

The equivalent solid line quantities are provided for the convenience of the Contractor to estimate the approximate quantity of pavement marking materials needed. These equivalent solid line quantities are not to be utilized for pay quantities or as a basis of payment for delivered materials.

The following quantities for equivalent solid line have been calculated by the Engineer:

4" 2-Direction, No-Passing Marking Yellow	MI.
4" 1-Direction, No-Passing Marking Yellow	MI.
4" White Dashed Lane Line	MI.
4" White Parallel Parking	EA.
6" White Channel Line	L.F.
12" White Stop Line	L.F.
6" Transverse line	L.F.
White Left Turn Arrow	EA.
8" Solid White Crosswalk 6' Apart	L.F.
Temporary Striping	MI.

These quantities have been tabulated and carried to the Bid Sheet.

The contractor's attention is directed to CMS Section 642.04 to increase the first application of paint to new asphalt pavement surfaces by twenty-five (25%) percent over the specified rate.

#### **SPECIFICATIONS - SANITARY & STORM MANHOLES & CATCH BASINS**

#### Section 1 - Materials

All materials shall be of the size and type specified on the plans and/or proposals (as noted on the latest State of Ohio Department of Transportation (ODOT) construction and materials specifications). Concrete for foundation slabs for manholes and catch basins shall be ODOT Type Class C concrete, 4000# psi @ 28 days, 6 bags minimum to cubic yard and 4" maximum slump Ohio Department of Highways #46 coarse aggregate. Manhole frames and covers, catch basin grates, and wrought iron steps shall be City standard and are furnished by the Contractor.

#### Section 2 - Construction Methods; General

Manholes and catch basins shall be built according to plans, specifications, and special provisions to line and grade. Adjustment of manholes and catch basins to grade according to the plans shall include all the necessary materials and labor. All connections for lateral sewers, including drops (as noted in sewer specs under Section 10) shall be included under this item. All Manhole and catch basin structures shall be precast concrete structures on 6" of granular bedding. No brick and mortar construction shall be permitted for structures. The invert channel through the manhole shall be either a half pipe or formed in concrete to the cross section of half pipe. Space between the wall and the invert shall be filled with Class C concrete and shall slope to invert. Adequate precautions shall be taken to prevent concrete and mortar from freezing. Manhole castings, catch basin castings, and wrought iron steps shall be City standard as shown on plans. Care must be taken by the Contractor to keep dirt and debris from getting into the sewer lines while structures are being built.

#### Section 3 - Excavation and Backfill

All the applicable methods, materials, and provisions for excavation and backfill for main line sewers shall apply for manholes and catch basins.

#### Section 4 - Massillon Manhole Rehabilitation - below the spring line

All materials shall be as specified. Brick shall be laid radially into an 8" wall with a full bed of mortar so that all joint space is filled. Mortar shall be composed of two parts of clean sharp sand to one part of standard Portland Cement to which may be added lime to the extent of 10% of the cement by weight. After five courses laid as headers, the sixth course shall be laid as a stretcher course. Whole brick only shall be used except to affect closures or to chink exterior radical joints. Interior joints must not be more than a quarter of an inch (1/4") wide. Interior and exterior joints shall be pointed on storm manholes and sanitary manholes. Both inside and outside walls shall be plastered with a half inch (1/2") of mortar with a smooth trowel finish. Special care shall be taken to see that the manhole wall is bonded to the barrel of the sewer. The outside surface of the manhole shall be cured with wet burlap for 48 hours. The upper part of the manhole shall be drawn in uniformly with a precast concrete structure as specified in the plans and specifications.

#### Section 5 - Precast Concrete Ring Manholes

The concrete in this type of manhole shall conform to the applicable provisions of ODOT #706.13. Joints shall be "O" ring, water tight. Openings for inlet and outlet pipes shall be cast in the rings. Openings 18" or smaller entering the manhole above the outlet may be cut in the field. Openings over 18" entering the manhole above the outlet shall be connected by a tee connection precast with the barrel. Additional details not covered here will be shown on the plans.

#### Section 6 - Catch Basins and Inlets

Catch basins and inlets shall be constructed in accordance with the design and dimensions and to line and grade as shown on the plans. All materials are to conform to as stated. No Brick shall be laid. The catch basin grade shall be set in accordance to the Mass Catch basin specification as shown on the plans.

#### Section 7 - Adjusting Manholes and Catch Basins to Grade

This item shall include excavation, backfill, masonry, concrete, resetting of castings and/or steps, and any other labor and material incidental to the proper adjustment to the new grade as specified with the City of Massillon specifications. Solid Cast iron ring risers may be considered only with written permission by the Engineer. If a solid cast iron riser ring is used to adjust a manhole to a new grade then a new manhole lid conforming to the casting size shall be supplied by the Contractor. Also see Sanitary/Storm Manhole Casting Set and Catch Basin Rehabilitation Details.

#### Section 8 - Manholes

Manholes shall be bid per each unless otherwise stated. This unit price is full compensation for all labor and materials incidental to the construction of the completed manhole in accordance with the plans including excavation, backfill, construction of masonry, and furnishing and placing of the casting, unless otherwise noted. Payment for manholes shall be per vertical foot measured from the invert to the top of the casting for all manholes without sumps; those with sumps shall be measured from top of floor of sump to top of casting. Drop manholes shall be paid the same method

used in measuring standard manholes. Payment for manholes shall be full compensation for all the labor and materials incidental to the completed manhole with the same exceptions covered by separate pay items as noted in main line sewer. This item shall include all excavation, backfill, masonry, concrete, placing of all connections, furnishing and setting of castings and conforming of City standards as shown on the plans, protecting against cave-ins, and dewatering, and any other labor incidental to completion of the manhole according to the plans.

#### **Section 9 - Catch Basins**

The price bid per catch basins is a unit price for each catch basin and is full compensation for all labor and materials incidental to the construction of the completed catch basin in accordance with the plans including excavation, backfill, masonry, concrete, furnishing and placing of the casting, and restoration of the gutter and street surface in accordance with Massillon Casting Set specification.

#### Section 10 - Drop Attachments

Drop attachments shall be built of the same type of material as the pipe it is to receive encased in concrete as shown on the plans. The size of all drops shall be as shown. The tee at the upper end of the drop pipe shall have the same diameter as the incoming sewer unless shown otherwise. The tee, drop pipe, 90° elbow, and encasing concrete are considered the drop attachment, and payment shall be included to the unit price bid for manholes. A channel for the drop inlet pipe shall be formed to a depth below the top of the bench equal to one-half the inlet pipe diameter, and a width equal to the inlet pipe diameter. Bench height to be determined as Engineer deems. The drop is to be on the outside of the manhole only. Any inside drop must be approved in writing by the Engineer.

#### Section 11 - Massillon Catch Basin Rehabilitation

This work will consist of removing the existing casting and grate, reconstructing per the Engineer, Plans and Specifications, and placing at the proper grade a <a href="new casting and grate">new casting and grate</a> conforming to Section 14. The rehabilitation work will consist of tearing the existing brick structure down to a stable/suitable level and rebuilt per these specifications, including precast concrete grade rings. If the structure is of a precast material all cracks and joints shall be cleaned and plastered with proper material as to adhere, increase the structural stability, and seal the existing structure from any water infiltration. The existing precast structure may need to be modified/cut to place the new casting and grate to the proper grade, including concrete box out, to be included in the unit price cost. The price bid per catch basin is a unit price for each catch basin and is full compensation for all labor and materials incidental to the construction of the completed catch basin in accordance with the plans and specifications including excavation, bituminous or aggregate backfill, masonry, concrete, concrete box out, furnishing and placing of the casting to the proper grade, and restoration of the gutter and street surface. All existing castings and grates are to be carefully removed and stored by the Contractor for salvage by the City of Massillon. All work shall be completed before final paving.

#### Section 12 - Sanitary/Drainage Sewer Manhole Rehabilitation

This work will consist of removing the existing casting and lid, reconstructing per the Engineer, Plans and Specifications, and placing at the proper grade a new casting and lid conforming to Section 14. The rehabilitation work will consist of tearing the existing brick structure down to a stable/suitable level and rebuilt per these specifications, including precast concrete grade rings. If the structure is of a precast material all cracks and joints shall be cleaned and plastered with proper material as to adhere, increase the structural stability, and seal the existing structure from any water infiltration. The existing precast structure may need to be modified/cut to place the new casting and lid to the proper grade, including concrete box out, to be included in the unit price cost. The price bid per manhole is a unit price for each manhole and is full compensation for all labor and materials incidental to the construction of the completed manhole in accordance with the plans and specifications including excavation, bituminous or aggregate backfill, masonry, concrete, concrete box out, furnishing and placing of the casting to the proper grade, and restoration of the street surface. All existing castings and lids are to be carefully removed and stored by the Contractor for salvage by the City of Massillon. All work shall be completed before final paving.

#### Section 13 – Utility Manhole Adjust to Grade

This item will consist of coordinating with the Utility Company, the removing the existing casting, reconstructing per the specific utility, and placing at the proper grade the existing or new casting as supplied by the Utility and/or their Contractor. This item is for coordinating the work between the Contractor, Utility Contractor and the Utility Company only as these manholes are not maintained or owned by the City. This work shall be completed before any asphalt surface course pavement is placed.

<u>Section 14 - Castings</u>
Sanitary sewer castings shall have gasket seal lids. The new castings will be of the following or other approved castings by the Engineer in writing, or designated by the plans:

		<u>East Jordon</u>	<u>Neenah</u>
Manhole-High		2015 or 1661	R-1924-1
Manhole-Short		1850 or 1660	1654
Catch basin Type	"B" Single	V-5630	
Catch basin Type	"A" Single	7030	R-3246
Catch basin Type	"A" Double	7031	R-3295-2
Catch basin Type	"A" Triple	7032	R-3295-3
Catch basin Type	"A" Grate	M2	L
Catch basin Type	"A" Back	T4	_

#### SPECIFICATIONS - SIDEWALK, CURB, COMBINED CURB & GUTTER CONSTRUCTION

#### Section 1 - Grading

The quantity of the grading item includes all the excavating incidentals to the construction of the job in accordance with the plans/specifications except the excavating for the sidewalk, curb or combined curb and gutter to the extra width needed for the forms and to the extra depth for the subbase. This excavating for sidewalk, curb or combined curb and gutter is part of the work to be done under the price bid per lineal foot or square foot as delineated. The bid price for this item shall include clearing and grubbing of brush and removal of trees and stumps under 12". Trees over 12" are covered in Section 11. Suitable topsoil, if any, shall be salvaged to be used as a backfill behind the curb, and walk.

#### Section 2 - Excavation

The excavation for the sidewalk, curb or combined curb and gutter including subbase is part of the work to be done under the price bid per lineal foot of sidewalk, curb or combined curb and gutter. As noted in Section 1 suitable topsoil, if any, shall be used for backfill behind the curb and walk. Where in the opinion of the Engineer the subgrade is unsuitable for foundation, it shall be removed as directed by the Engineer and replaced with suitable material as required in Section 3 for subbase.

#### Section 3 - Subbase

Four inches of subbase shall be placed on the subgrade which has been excavated 4" below the bottom of the sidewalk, curb or combined curb and gutter. This subbase shall be composed of ODOT Item 304. The sub base shall be compacted by wetting and rolling or tamping. Where existing soil is of suitable granular quality in the opinion of the Engineer it may be used for subbase. Payment for subbase is to be included in the price bid per lineal foot of curb or combined curb and gutter or square foot for sidewalk.

#### Section 4 - Concrete

Concrete shall be ODOT Type Class C concrete mix with air entrained Portland Cement, clean sharp sand, and Ohio Department of Highways #46 course aggregate to give a maximum compressive strength of 4000# psi @ 28 days, 4" maximum slump and with a maximum of 6 bags of cement to the cubic yard.

#### **Section 5 - Forms and Templates**

Forms shall be of heavy enough gauge steel to resist deformation and displacement. They shall be of the full depth of the curb or combined curb and gutter. They shall be firmly supported so that they will remain true to line and grade during the placing and finishing of the concrete. Flexible steel or plywood strips may be used for curves or radii. Templates for dividing the curb into sections shall be of 3/16" steel plate for the full depth of the curb or combined curb and gutter. Forms and templates must be thoroughly cleaned and oiled after each time used.

#### Section 6 - Joints

The curb shall be cut by templates into uniform blocks of 10' except when closures make it necessary to slightly increase or decrease this length. Templates shall be set at right angles to line and normal to grade. These joints may also be saw cut as described above within 24 hours after the curb is poured. The sidewalk shall be cut into uniform blocks of 5'.

#### Section 7 - Downspouts

The Contractor shall provide circular-openings through the curb wherever needed for the 3" downspout drain. The Contractor shall determine with the Engineer placement of downspout drains.

#### Section 8 - Placing and Finishing Concrete, Protecting, Curing

The concrete for the sidewalk, curb or combined curb and gutter shall comply with Section 4. No concrete shall be placed which has had its initial set. Concrete shall not be placed during freezing weather, and if frost is apt to occur the Contractor must protect the concrete against damage. As the concrete is being placed in the-forms it shall be tamped or spaded to close up the voids and bring the mortar to the face of the forms and make a dense impervious surface. As soon as the concrete has sufficiently set to avoid damage the templates and forms shall be removed and the joints cut clean. The top of the curb, the face of the curb 12" down and the back of the curb 6" down shall immediately be worked with a wood or magnesium float to a smooth finished surface true to profile and cross section. If the construction is combined curb and gutter then the apron will be worked and finished in the same manner as described above. The top front edge of the curb shall be finished with a 1-1/4" radius, the back of the curb, and also the front of the apron with a 1/4" radius. Where the curb meets the apron a cove of 2" radius shall be formed. The Contractor shall so arrange his work that the pouring of the concrete, removal of the forms, and the finishing of the curb will be completed on the same day. The Contractor shall provide sufficient forms so that the rotation of trenching, setting forms, pouring of concrete, removal of the forms, and finishing can be carried on without delay. In rainy

weather the concrete must be protected as soon as it is finished. Concrete must be cured by keeping it moist for three days or by the waterproof membrane method or any other method approved by the Engineer.

#### Section 9 - Finish Grading and Cleanup

As soon as the forms have been removed and the concrete finished, the space behind the curb or walk shall be backfilled with bank run gravel and tamped to within 4" of finished grade. The remaining 4" shall be filled with topsoil salvaged from the grading operation (Section 1) or excavation (Section 2) after it has been raked free of stones over 3/4" in size, lumps of subsoil, roots, grass, and other debris. This topsoil shall then be lightly rolled and smoothed off and finished neatly to cross section and seeded with grass comparable to original. The entire construction area shall be cleaned up, and all excess excavation and construction waste shall be disposed of off the project. If insufficient topsoil is salvaged from grading and excavation, then topsoil meeting the approval of the Engineer shall be furnished by the Contractor, to be included in the cost for construction. (See Section 14 - Topsoil).

#### Section 10 - Grading

This item shall include the excavation incidentals to the construction of the project in accordance with the plans/specifications except that for the sidewalk, curb or combined curb and gutter together with subbase which is a part of the work to be done under the price bid per lineal foot of curb or combined curb and gutter or square foot for walk.

#### Section 11 - Trees 12" and Over

This item shall include only trees 12" and over in diameter, either as a lump sum or per each as shown on the proposal. All trees below this size, along with clearing and grubbing of brush, are included in the price bid per cubic yard for grading (Section 1).

#### Section 12 - Replacing Unsatisfactory Subgrade

This item includes the removal of unsatisfactory material and replacing with bank run gravel, tamped, as specified for subbase. (Section 3)

#### Section 13 - Curb or Combined Curb and Gutter

The price bid per lineal foot of curb or combined curb and gutter or square foot for walk, shall be full compensation for all labor and materials incidental to the construction of completed concrete in accordance with the plans, specifications, and special provisions, including the excavation plus the extra depth for the subbase, furnishing and placing the-subbase, setting the forms, furnishing, placing, finishing, protection and curing of the concrete, furnishing and placing of roof drain extensions, backfilling along the sidewalk, curb or combined curb and gutter with gravel and topsoil, and cleanup and disposal of all excess excavation and construction debris leaving the project in a neat and orderly condition.

#### Section 14 - Topsoil

This item shall consist of furnishing topsoil meeting the approval of the Engineer and placing and seeding the same as specified in Section 9.

#### Section 15 - ADA Curb Ramp

This Item 608, CURB RAMP, EACH, shall include the cost of furnishing and installing all materials (including truncated domes,) grading, forming and finishing of the curb (6 L.F.) and walk (30 S.F.) of the curb ramp and removal of any existing material. Additional walk and curb shall be included in their own specific pay items.

TRUNCATED DOMES: Install detectable warnings (truncated domes) for a distance of 24" from the back of curb for the entire width of the ramp opening.

Pavers will meet ASTM C 902 Class SX, Type 1, or C 936, or C 1272 Type R.

#### ACCEPTABLE MANUFACTURERS AND PRODUCTS ARE AS FOLLOWS:

- 1.) Whitacre-Greer Fireproofing Company
- 2.) Hanover Architectural Products
- 3.) Endicott Clay Products

An appropriate ODOT approved Truncated dome system may be acceptable with authorization from the City Engineer.

Pavers will be laid on top of a 4" unreinforced concrete base. Setting bed and joints to be mortared in accordance with manufacturer's instruction, or with a maximum 1/2" thick bed of latex modified cement mortar. Mortar joints to a width not greater than 5/32" and not less that 1/16". Pavers shall not be directly touching each other unless they have spacing bars.

Mortared joints are to be flush with top surface and struck so as to give a smooth surface. Pavers shall be laid such that joints are level with adjoining joints so as to provide a smooth transition from brick to brick and brick to concrete surface.

The surface of any two adjacent units should not differ by more than 1/8" in height. Bricks shall be placed in a running bond pattern. Face of all brick shall be clean of cement and protected so as to avoid chipping during construction.

RELIEF JOINTS: must be provided at all points of continuous slope changes in Curb Type A and Type C.

EXPANSION JOINTS: shall be provided in the curb ramp as extensions of walk joints and consistent with item 608.03 requirements for a new concrete walk.

A 1/2" Item 705.03 expansion joint filler shall be provided around the edge of ramps built in existing concrete walk. Lines shown on this drawing indicate the ramp edge and slope changes and are not necessarily joint lines.

SURFACE TEXTURE: Texture of concrete surfaces shall be obtained by coarse brooming transverse to the ramp slopes and shall be rougher than the adjacent walk

END SECTION

# CITY OF MASSILLON DETAILS (Standard Project Details shall be inserted here)

#### SECTION 02150 BYPASS PUMPING

#### PART 1- GENERAL

#### 1.1 WORK INCLUDED

- A. Contractor shall furnish, construct, maintain and operate bulkheads, plugs, hoses, piping, and pumps to bypass sewage flow while maintenance or construction operations are in progress. The flow shall be diverted by pumping around the construction location to a downstream manhole. Bypass pumping shall prevent backup or overflow onto streets, yards and unpaved areas or into buildings, adjacent ditches, storm sewers, and waterways, without diverting sewage outside of the sewer system.
- B. Related Work Specified Elsewhere:

Section 02651, Television Inspection.

Section 02760, Cleaning of Sewers.

Section 02770, Pipe Lining.

#### 1.2 **QUALITY ASSURANCE**

- A. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction. The Contractor shall be responsible for damage due to sewer backup or overflow onto streets, yards and unpaved areas or into buildings, adjacent ditches, storm sewers, and waterways.
- B. Some sewer flow data is available for Contractor's review upon request.

#### 1.3 **SUBMITTALS**

- A. Submittals shall conform to the requirements herein.
- B. The Contractor shall submit, prior to installation, a detailed plan and description outlining all details and provisions of the temporary bypass pumping system. The plan shall be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials and all other incidental items necessary and/or required to insure proper operation of the bypass pumping system, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these Contract Documents. Nobypass pumping shall begin until all provisions and requirements have been reviewed and approved by the City of Massillon Engineer.
- C. The bypass pumping plan shall include, but not be limited to, the following:
  - 1. Staging areas for pumps;
  - 2. Flow stoppage system, including pipe and channel plugging method and types of plugs;
  - 3. Number, size, material, location and method of installation of pump suction piping;
  - 4. Number, size, materials, method of installation and location of installation of discharge piping;
  - 5. Number, size, materials, method of installation and location of installation of all valves:
  - 6. Bypass pump sizes, capacity, number of each size to be on site and power requirements;

- 7. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range shall be submitted);
- 8. Size and location of standby power generator, if required;
- 9. Downstream discharge plan;
- 10. Any thrust and restraint block sizes and locations;
- 11. Any temporary pipe supports and anchoring required;
- 12. Calculations for selection of bypass pumping pipe size:
- 13. Schedule and for installation of and maintenance of bypass pumping lines;
- 14. Plan indicating location of bypass pumping line locations;
- 15. Method of noise reduction.

#### PART 2 - PRODUCTS

#### 2.1 **MATERIALS**

- A. Design piping, joints, and accessories to withstand at least twice the maximum system pressure or 50 psi, whichever is greater.
- B. Pumps shall be self-priming type or submersible electric, in good working order, with a working pressure gauge. All power must be supplied by the Contractor. All pumps used must be constructed to allow dry running for extended periods of time to accommodate the cyclical nature of sewer flows.
- C. Contractor shall provide one stand-by pump equal to the capacity of the largest pump on site.

#### PART 3 - EXECUTION

#### 3.1 FIELD QUALITY CONTROL AND MAINTENANCE

- A. Any time the bypass pumping system is operating, an experienced operator shall be on site to monitor the operation, adjust pump speed, valves, etc., make minor repairs to the system and report problems.
- B. During bypass pumping, do not allow sewage to be leaked, dumped, or spilled in or onto any area outside of the existing sewer system.
- C. In the event of accidental spill or overflow, immediately stop the discharge and take action to clean up, disinfect the spill and promptly notify the Owner.
- D. Prevent back-up of sewage in sewer laterals within the areas of pipe being rehabilitated.
- E. In the event of rain, the Contractor shall coordinate the operation of bypassing with the Owner.
- F. The Contractor shall design his bypass pumping operation to handle all flows when bypass pumping. The Contractor is responsible for timing lining operations for dry weather conditions. Wet weather flows may significantly exceed peak dry weather flows.
- G. Spare parts for each type of pump and piping shall be kept on site as required.
- H. The bypass pumping operation shall be demonstrated to the satisfaction of the Engineer and Owner prior to starting rehabilitation work.

#### 3.2 **INSTALLATION AND REMOVAL**

- A. Contractor shall locate his bypass pipelines to minimize any disturbance to existing utilities and shall obtain approval of the pipeline locations from the Owner.
- B. During all bypass pumping operation, the Contractor shall protect existing structures and equipment from damage inflicted by any equipment. The Contractor shall be responsible for all physical damage to the existing structures and equipment caused by human or mechanical failure. The Contractor is responsible for replacing any part of the manhole damaged during the bypass operation.
- C. When working inside existing structures, the Contractor shall exercise caution and comply with OSHA requirements when working in the presence of gases, combustible or oxygen-deficient atmospheres, and confined spaces.
- D. The Contractor is responsible for excavation and dismantling the manhole to allow the proper area for the bypass operation. Upon completion of the work, the Contractor shall restore the manhole to its original condition, and backfill the excavation according to the requirements of the agency having jurisdiction.
- E. Bypass pumping and piping equipment shall be located on property and easements owned by the Owner. If additional property is required for operation and access to the Contractor's bypass pumping operation, the Contractor shall obtain written permission and agreements from the property owner and submit copies of the agreement to the Owner.
- F. The pipeline must be located off streets and sidewalks and on shoulders of the roads. When the bypass pipeline crosses streets and driveways, the Contractor must place the bypass pipelines in trenches and cover with temporary pavement. Upon completion of the bypass pumping operations, and after the receipt of written permission from the Owner, the Contractor shall remove all the piping, restore all property to pre-construction condition and restore all pavement.
- G. When bypass pumping operations are complete, piping shall be drained into the sewer prior to disassembly.
- Noise reduction shall be required if bypass pumping is located within 300 feet of an occupied structure. The method of noise reduction shall be approved by the Engineer.
   Noise reduction shall result in a sound level of no more than 70 dBA at a distance of 30 feet from the pumps.

**END OF SECTION** 

#### **SECTION 02651**

#### TELEVISION INSPECTION

#### PART 1 – GENERAL

#### 1.1 WORK INCLUDED

A. Contractor shall provide all labor, materials, tools, equipment and incidentals as shown, specified, and required to perform Post- Installation television (TV) inspection of the influent sewer, as specified herein. Payment for this item shall be included in applicable sliplining item.

#### 1.2 **DEFINITIONS**

- A. Survey TV Inspection: Video inspection of sewer lines to determine existing conditions of the pipe. Survey TV Inspection for most lines has already been performed by the Owner and can be reviewed in the Office of the City Engineer. Any additional inspection shall be the responsibility of the Contractor.
- B. Pre-Installation TV Inspection: Video inspection of sewer lines specified for rehabilitation to confirm cleaning and constructability of line rehabilitation.
- C. Post-Installation TV Inspection: Video inspection to determine that rehabilitation of an existing sewer or construction of new sanitary sewers has been completed according to Specifications.

#### 1.3 **SUBMITTALS**

- A. Submit the TV equipment manufacturer's operating manual and guidelines to the Owner and Engineer for review. Strictly follow such instructions unless modified by the Owner or Engineer.
- B. Submit three (3) copies of CD-ROMs, DVDs and TV Inspection logs, in a bound report, to the Owner or Engineer for review.
  - 1. Provide CD-ROMs or DVDs of a quality sufficient for the Owner or Engineer to evaluate the condition of the sewer, locate the sewer service connections, and verify cleaning. If the Owner or Engineer determines that the quality is not sufficient, Contractor shall re-televise the sewer segment and provide a new CD-ROM or DVD and report at no additional cost to the Owner. Camera distortions, inadequate lighting, dirty lens, or blurred/hazy picture will be cause for rejection of a tape and rejection of the associated line segment. Payment for televised inspection will not be made until Owner or Engineer approves the quality of the CD-ROM, DVD and reports.
  - 2. CD-ROM or DVD submitted become the property of the Owner.
  - 3. Contractor shall maintain a master copy of all CD-ROMs, DVDs and TV Inspection Reports submitted, until final acceptance of contract.
  - 4. The Post-Installation CD-ROMs or DVDs shall not be edited.

#### PART 2 – PRODUCTS

#### 2.1 TELEVISION EQUIPMENT

- A. Closed Circuit TV Equipment: Select and use closed-circuit television equipment that will produce a color CD-ROM or DVD.
- B. Pipe Inspection Camera: Produce a CD-ROM or DVD using a pan-and-tilt, radial viewing, pipe inspection camera or a hand-held video camera that pans ± 275 degrees and rotates 360 degrees. Use an accurate footage counter to measure the exact distance of the camera from the centerline of the starting point. Use a camera with SECTION 02651-1

camera height adjustment so that the camera lens is always centered at one-half the inside diameter, or higher, in the pipe being televised. Provide a lighting system that allows the features and condition of the pipe to be clearly seen. A reflector in front of the camera may be required to enhance lighting in humidity conditions. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500-line resolution colored video picture. Picture quality and definition shall be to the satisfaction of the Engineer. If unsatisfactory, equipment shall be removed and no payment made for an unsatisfactory inspection.

- C. Television Inspection Logs: Prepare printed location records to clearly identify the location of each source of infiltration or defect discovered using a standard stationing system. Other data of significance includes:
  - 1. Estimation of extraneous flows observed from holes, joints, cracks, and from the annular space between rehabilitated sliplined pipe.
  - Unusual conditions.
  - Roots.
  - 4. Cracked or collapsed sections.
  - 5. Sags or low spots in the pipe.
  - 6. Presence of scale and corrosion.
  - 7. Structural deficiencies.
  - 8. Signs of previous leakage.
  - 9. Sewer line sections that the camera failed to pass through and reasons for the failure.
  - 10. Other discernible features.
- D. Data shall be recorded and a copy of the television inspection logs shall be supplied to the Owner or Engineer in the form of a bound report. A table listing acronyms and their meaning shall be included in the report. Contractor shall also supply the Owner a copy of the television inspection logs on an electronic file that is Microsoft Excel compatible.
- E. Photographs: Take instant developing 35 mm, or other standard size photographs off the TV monitor of problem areas as directed to document defects, and unusual, questionable, or severe conditions found during the course of the Work.
- F. Digital Video Disc: Provide digital video of the information in DVD format.
  - Two labels are required. One label shall be placed on the front of the CD-Rom or DVD and one place on the CD-ROM or DVD case. Permanently label each CD-ROM or DVD with the following information:
    - a. Spine of tape or CD-ROM or DVD case:
      - 1) File Number.
      - 2) Contractor's Name.
      - 3) Inspection Type: Pre or Post-Installation.
      - 4) Tape Number.
      - 5) Date Televised.
      - 6) Date Submitted.
    - b. Face of tape or front of CD-ROM or DVD:
      - 1) File Name/Description.
      - 2) Pipe Diameter.
      - 3) Pipe Length.

### PART 3 – EXECUTION

#### 3.1 TELEVISING

- A. Immediately after cleaning, televise the sewer line to document its condition and to locate existing points of infiltration or other defects. Notify the Owner and Engineer 24 hours in advance of any TV inspection so that the Owner and Engineer may observe inspection operations. If conditions are shown that preclude the proper liner installation, even with cleaning, the Contractor shall notify the Owner and Engineer immediately.
- B. Perform TV inspection of the sewer as follows:
  - 1. Perform Survey TV Inspection immediately after cleaning.
    - a. Move the camera through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition.
    - b. Use manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions to move the camera through the sewer line.
    - c. Quantify visible leakage of extraneous flow into the sewer or other sags or defects in the sewer and record on electronic log and audio/video recording. The video recording may be paused during observation. Record results of the flow observed on CD-ROM, DVD and inspection logs.
  - 2. If needed perform Pre-Installation TV Inspection immediately after line cleaning and before line rehabilitation work. Pre-Installation TV Inspection is not required for sewer lines designated as remove and replace. Verify that the line is clean and ready to accept the line rehabilitation material. Maintain copies of CD-ROMs or DVDs and logs for reference by the Owner or Engineer for the duration of the Project.
  - Perform Post-Installation TV Inspection to confirm completion of rehabilitation work or proper installation of new sewers. Verify that the rehabilitation work or new sewer construction conforms to the requirements of the Specifications. Provide a color videotape showing the completed Work. Prepare and submit a log providing location of any discrepancies.
  - 4. Camera shall pan beginning and ending manholes to demonstrate that all debris has been removed. Camera operator shall slowly pan clamped joints, and when pipe material transitions from one material to another. A log shall be completed for every segment that is submitted to the Owner.
  - 5. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the operators positioned at the two manholes of the sewer lines being inspected to ensure that good communications exist between members of the crew.
  - 6. The accuracy of the measurements for location of defects and service connections cannot be stressed too strongly. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters shall be accurate to two-tenths of a foot over the entire length of the sewer line section being inspected. Prior to recording the location of defects and service connections, slack in the cable of the television

inspection camera shall be taken up to assure metering device is designating proper footage. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device.

## 3.2 FLOW CONTROL

- A. There shall be no flow in the line while performing Pre-Installation TV Inspection.
- B. No flow will be allowed in the line while performing Post-Installation TV Inspection.

### 3.3 **PASSAGE OF TV CAMERA**

- A. Do not pull or propel the television camera through the line at a speed greater than 30 feet per minute for Pre- and Post-Rehabilitation TV Inspection.
- B. For Post-Installation TV Inspection, exercise the full capabilities of the camera equipment to document the completion of the rehabilitation work or proper installation of the new sewers. and the conformance of the Work to the Specifications. Provide a full 360-degree view of pipe and joints.

# 3.4 **FIELD QUALITY CONTROL**

- A. Contractor shall not allow, under any circumstances, sewage or solids removed in the cleaning process to be released onto streets or into ditches, catch basins, storm drains, or storm sewer manholes, or cleanouts.
- B. Acceptance of sewer cleaning work is contingent upon the successful completion of the TV inspection. If the TV inspection shows debris, solids, sand, grease, or grit remaining in the line, the cleaning will be considered unsatisfactory. Repeat cleaning, inspection, and televising of the sewer line until cleaning is satisfactory.

# 3.5 **ACCEPTANCE OF WORK**

- A. Rehabilitation or completion of new sewer installation work shall only be accepted if no defects are found in the line upon TV inspection as determined by the Owner.
- B. Contractor shall repair all defects to the piping in a manner acceptable to the Owner at no additional cost to the Owner.

**END OF SECTION** 

#### **SECTION 02760**

#### **CLEANING OF SEWERS**

### PART 1 - GENERAL

## 1.1 WORK INCLUDED

- A. Contractor shall provide all labor, materials, tools, equipment and incidentals as shown, specified, and required to clean the pipelines.
- B. The cleaning work required includes, but is not limited to, the following:
  - 1. field locating all manholes along the sewer reaches to be cleaned;
  - 2. cleaning of existing sanitary sewers, as hereinafter specified, to permit proper television inspection, installation of liner, and other rehabilitation techniques;
  - 3. disposal of waste and sediment as specified herein;
  - 4. removal of roots as specified herein;
  - 5. cleaning up as the Work progresses and after the completion of all Work activities; and
  - 6. all other work required for the complete and satisfactory cleaning of the pipeline.

#### C. Related Sections:

- 1. Section 02150, Bypass Pumping.
- 2. Section 02651, Television Inspection.
- 3. Section 02770, Pipe Lining.

#### 1.2 **REQUIREMENTS**

- A. The Contractor shall take precautions recommended by the manufacturer and all other precautions necessary in handling of root treatment chemicals. Chemical root treatment material to be used in strict compliance with all applicable federal, state and local requirements relative to type of material and usage thereof.
- B. Take precautions to protect sewer mains and manholes from damage that might be inflicted by the improper selection of the cleaning process or improper use of the equipment. When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property. Do not surcharge the sewer beyond the elevation that could cause overflow of sewage into area waterways, homes, or buildings, or onto the ground.
- C. While video of the sewers are available, the images are approximately two years old. The Contractor is responsible for determining current conditions for estimating amount of cleaning that may be required.

# 1.3 **SUBMITTALS**

- A. Submit the following to Engineer for review:
  - 1. Plan for disposal of debris and sediment removed from the sewer lines.
  - 2. Specifications for the sewer cleaning equipment to be used on the project.
  - 3. Specifications for the equipment to be used to remove sediment and debris at the downstream manhole of each reach to be cleaned.

### PART 2 - PRODUCTS

### 2.1 **CLEANING EQUIPMENT**

- A. All sewers shall be cleaned with truck-mounted, high velocity, hydro-cleaning equipment. The Contractor shall remove all unsound materials, debris, and grease by cleansing the interior surface using a minimum of 2,000 psi water spray pressure wash.
- B. Provide equipment capable of removing all sand, dirt, rocks and other debris from the sewer reach to allow unobstructed remote television internal inspection of all internal surfaces, and other rehabilitation techniques.
- C. All cleaning equipment, including machines, devices, and tools required for the entire cleaning operation shall be owned or leased and operated by the Contractor. The Contractor shall certify that backup cleaning equipment is available and can be delivered to the Site within 24 hours.
- D. Any blockages of lateral building connections resulting from the cleaning or other items of Work shall be removed by cleaning of the building connection by the Contractor, at his own expense. Any damage caused by flood of lateral building connections shall be corrected by the Contractor, at his own expense.
- E. Contractor shall provide all equipment capable of mechanically removing roots.

  Devices shall include a root saw, spring blade root cutter chuck or approved equal.
- F. Hand-held pressure washers with a minimum of 1,000 psi of pressure may be used.

### PART 3 - EXECUTION

#### 3.1 **CLEANING**

- A. After determining the preliminary requirements and the feasibility of effective video inspection, the Contractor shall thoroughly clean all pipeline reaches in order to permit an unrestricted inspection by closed circuit television. Particular emphasis shall be afforded the removal of accumulated grease, roots, sand, rocks, sludge and other debris so that the video inspection will show clearly all portions of the pipe being inspected. Acceptance of pipeline cleaning shall be made upon the successful completion of the television inspection and shall be defined as removing sufficient material to ensure an effective rehabilitation of the pipeline, to the satisfaction of the Engineer. If television inspection shows the cleaning to be unsatisfactory, the Contractor shall reclean and reinspect the pipeline at no additional cost to the Owner.
- B. Contractor is responsible for obtaining necessary permits for obtaining water from Aqua Ohio, Inc. Contractor is responsible for following all rules and requirements of the Water Department. Backflow preventers shall be used to prevent contamination of the potable water system. The Contractor is responsible for any damage resulting from improper operation of hydrants. Do not use or obstruct a fire hydrant when there is a fire in the area. Remove water meters, fittings and piping from fire hydrants at the end of each working day.
- C. Do not waste water from the public water supply because of improper connections or from hydrants left opened. If the Engineer or Owner determines that the Contractor is wasting water, the Owner may elect to charge the Contractor for water used on the project.
- D. The Contractor shall remove all bricks, rocks, debris, sludge, dirt, sand, grease, roots and other materials from the sewers to be cleaned, and collect and remove the resulting debris from the downstream manholes of the sewer section being cleaned. Passing waste material between manholes will not be permitted. When necessary,

- temporarily install a dam trap or weir and in the downstream manhole in such manner that debris and solids shall be trapped and retained for subsequent removal.
- E. Remove waste and debris cleaned from the sewers at the downstream manhole by pumps or other means. The discharge and drainage stream shall be returned to the sewer and discharged downstream for disposal. Under no circumstances shall sewage or solids be dumped onto the ground surface, street, or into ditches, catch basins or storm drains. All solids and semi-solids shall be placed in a covered watertight container so that no spillage or leakage will occur and covered to minimize odors, and shall be disposed of by the Contractor. The Contractor is responsible for all operations and costs associated with removal, transportation, tipping and disposal of debris collected during the cleaning operations.
- F. Where access to manholes in easements and rights-of-way is required, the Contractor will obtain permission for access for his equipment.
- G. The Contractor shall conform to the following requirements:
  - 1. Cleaning of upstream reaches of sewers shall be completed before the downstream reaches are cleaned:
  - 2. Hydro-cleaning equipment shall be inserted in the downstream manhole of the reach, and the cleaning work shall proceed upstream; and
  - 3. Winching equipment used shall not damage the existing pipelines.

#### **END OF SECTION**

#### **SECTION 02490**

#### LANDSCAPING AND SEEDING

# PART 1 - GENERAL

### 1.1 **DESCRIPTION**

A. Provide lime, fertilizer, seed, and mulch as specified herein, and needed for a complete and proper restoration of all disturbed areas associated with the project.

### 1.2 **QUALITY CONTROL**

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

### PART 2 - PRODUCTS

#### 2.1 **FERTILIZER**

A. Provide commercial balanced 12-12-12, (50% of Nitrogen shall be Urea form), uniform in composition, free-flowing, and suitable for application with approved equipment. The fertilizer shall be delivered to the site in bags labeled with the manufacturer's guaranteed analysis. Uniformly apply 400 pounds per acre of premium fertilizer to a depth of at least 4 inches prior to seeding.

# 2.2 **SOIL AMENDMENT**

A. Apply agricultural limestone at a rate of one (1) tons per acre immediately prior to seedbed preparation.

#### 2.3 **MULCH**

A. Provide threshed straw of cereal grain, such as oats, wheat, barley, rye, rice, etc., or grass hay, or wood fiber shall be furnished.

### 2.4 GRASS SEED

A. Seed mixtures with the following minimum percentage by weight of pure seed of each seed kind in the mixture in each lot shall be furnished and applied at a rate of 400 pounds per acre.

#### Table 1 Seed Mixture

Seed kind	Percentage by weight of each seed kind in mixture	Percentage by weight of pure live seed of each kind	Percentage by weight of live seed in mixture
Orchard Grass	55%	88%	48.4%
Perennial Ryegrass	25%	83%	20.7%
Japanese Millet	10%	90%	9.0%
Birds foot Trefoil	6%	90%	5.4%
Ladino Clover	4%	90%	3.6%

Total pure live seed in mixture	. 87.1%
Weed seed, not to exceed 1% by weight	. 1.0%
Other than weed and pure live seed, maximum	. <u>11.9%</u>
Total	100.0%

B. In the event that seeding is performed between October 15th and March 31st, uniformly apply one hundred (100) pounds per acre of annual rye in addition to the above-mentioned seed mixture.

#### PART 3 - EXECUTION

### 3.1 **SURFACE CONDITIONS**

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

# 3.2 **SOWING GRASS**

- A. Stage 1: Initial Dressing.
  - Rake or otherwise clear the disturbed area free of earth clods, debris, rocks, pipe, etc., and perform rough grading of the site in general conformance with the surrounding grade.
- B. Stage 2: Final Dressing.
  - 1. Grade all disturbed areas within the scope of the project to achieve final line and grades that tie smoothly to the surrounding grade and promote drainage.
  - 2. Where the area to be seeded is not sufficiently pulverized to provide good seed bed, the seed bed shall be prepared by pulverizing the soil to a minimum depth of two inches (2") with a disk harrow, drag harrow, spike tooth or similar tool, immediately prior to seeding. All clods, rocks and undesirable material that would interfere with seeding operations shall be removed.
  - Apply lime uniformly at a rate of 1 ton per acre incorporated into the soil to a
    depth of at least 4 inches, fertilizer and seed immediately following seed bed
    preparation and lightly drag or rake to incorporate into the seed bed. Apply
    mulch immediately thereafter.

#### 3.3 **INSPECTION**

- A. In addition to normal progress observations, schedule and conduct the following formal inspections, giving the Engineer at least 24 hours advance notice of readiness for inspection:
  - 1. Final inspection within 24 hours after completion of sowing
  - 2. Final inspection at the end of the maintenance period as discussed in Item 3.04 in this section.

### 3.4 MAINTENANCE

- A. Maintain seeding for 30 calendar days after planting is complete and continue throughout the warranty period until 95% coverage is achieved as determined by the COR.
- B. At the end of the maintenance period, all plant material shall be in a healthy growing condition.
- C. During the maintenance period, should the appearance of any planted area indicate weakness and probability of dying, re-sow that area without additional cost to the Government.
- D. Continue the maintenance period at no additional cost to the Government until previously noted deficiencies have been corrected, at which time the final inspection will be made.

# 3.5 **CONTROL OF EROSION**

A. Provide and install temporary silt fence on the downstream side of excavated soil placed on embankments steeper than 4:1 (H:V) or otherwise specified on the Drawings or instructed by the COR.

**END OF SECTION** 

#### SECTION 02830A

#### SLIPLINING OF STORM SEWERS AND CULVERTS USING SOLID-WALL HDPE PIPE

#### PART 1 - GENERAL

### 1. 1 **SCOPE**

- A. Provide all materials, labor and equipment necessary to rehabilitate existing culverts and storm sewer pipes utilizing solid-wall high density polyethylene (HDPE) pipe.
- B. In all instances, slip-lining rehabilitation shall include installation of a liner pipe having a constant Inside Diameter (ID) and Outside Diameter (OD) within an existing host pipe with a continuously grouted annular space.

### PART 2 - REFERENCE STANDARDS

Unless otherwise noted, reference is made to the latest version of the documents listed below. All work shall comply with the following reference standards unless specifically stated otherwise in this Specification.

ASTM F585 – Standard Practice for Insertion of Flexible Polyethylene Pipe into Existing Sewers

ASTM F714 – Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter

ASTM D2657 – Standard Practice for Heat-Joining Polyolefin Pipe and Fittings

ASTM D3350 – Standard Specification for Polyethylene (PE) Plastic Pipe and Fittings Materials

ASTM D3261 - Standard Specification for Butt Heal Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.

#### PART 3 - MATERIALS

#### 3.1 **PIPE**

- A. Pipe and fittings shall be manufactured from high density compounds in accordance with ASTM D3350, cell classification 345464C with a designation of PE 3408.

  Pipe shall be solid wall and have a smooth interior and exterior with no
  - corrugations or ferrous elements.
- C. Pipe shall be marked at not less than 5 foot intervals with a coded number which identifies the manufacturer, SDR, size, materials, machine, date and shift on which the pipe was extruded.
- D. All pipes shall be specifically applicable for installation and use in the environment as required by this specification.

#### 3.2 **JOINTS**

- A. Internal beads resulting from butt fusion shall be limited to a ¼" projection perpendicular to the inside wall of the pipe. Beads larger than ¼" shall be trimmed 360 degrees around the interior of the pipe. External beads resulting from butt fusion need not be trimmed unless the bead projection will negatively impact pipe installation or migration of annulus grout.
- B. Joints shall be water-tight over the range of head pressure as specified as a design requirement in this Specification. In addition, all joints shall be sufficiently water-tight such that no grout is visible on the inside of the pipe at the completion of annular space grouting.
- C. Joints shall be either butt-fused welded in accordance with ASTM D3261 and D2657, or push-together with interlocking machined grooves with approved sealant. Screwtype or threaded joints will not be allowed.

### 3.3 **FITTINGS**

- A. Molded fittings shall be manufactured in accordance with ASTM D3261, and shall so marked.
- B. Fabricated fittings shall be made by heat fusion joining specially machined shapes cut from pipe, polyethylene sheet stock, or molded fittings.

#### 3.4 **GROUT**

A. Provide cementatious grout for annular space grouting in accordance with Section 03601 of these Specifications.

#### PART 4 - DESIGN REQUIREMENTS

The CONTRACTOR shall select, provide and install a slip-liner pipe that will meet all of the following requirements:

### 4.1 **CONVEYANCE CAPACITY**

- A. The liner pipe shall provide the maximum conveyance capacity possible while maintaining a 1-inch minimum average annular space between the host pipe and liner pipe for grouting.
- B. The ID of the liner pipe shall not be less than 80% of the nominal ID of the host pipe unless otherwise noted on the drawings.
- C. The only exception to this shall be if the contractor satisfactorily demonstrates to the COR that it is possible to construct the project with commercially available pipe diameters and dimensions approved for use on this project.

#### 4.2 **DESIGN CRITERIA**

- A. The CONTRACTOR shall demonstrate that the selected liner pipe is suitable for installation based on a detailed evaluation given the following parameters:
  - 1. All existing pipelines shall be considered fully deteriorated. The Contractor shall not give ANY structural consideration being provided by the host pipe.
  - 2. Long-term analysis shall be considered 50 years.
  - 3. Live load need not be considered.
  - 4. Allowable long-term deflection is 5%.
  - 5. All pipes shall be designed based on information shown on the enclosed drawings with depths field verified by the CONTRACTOR.
  - 6. Use a Safety Factor of 2.0 for all parameters and calculations.
  - 7. Modulus of soil reaction shall be 1500 psi.
  - 8. Saturated unit weight of soil shall be 120 pcf.

#### 4.3 **SUBMITTALS**

- A. The CONTRACTOR shall provide six (6) bound copies of the following information to the City of Massillon for review and approval prior to construction:
  - 1. Manufacturer's literature pertinent to the proposed rehabilitation materials and methods. Specific information should include installation minimum/maximum allowable parameters (i.e. allowable grout pressure, axial compressive stress, etc.), recommended installation procedures, etc.
  - 2. Detailed analysis and calculations demonstrating suitable application based on the following parameters:
    - a. Deflection
    - b. Confined buckling
    - c. Long-term (50 yr) hydrostatic buckling
  - 3. Detailed Work Plan outlining the following items:
    - a. Proposed construction sequencing and scheduling
    - b. Areas requiring special construction techniques
    - c. Proposed methods for control of water (if applicable)
    - d. Proposed access and staging areas
    - e. Proposed work hours

- f. Other pertinent information related to the project
- 4. Test results and certification of compliance for materials.
- 5. Documentation of manufacturer's certification of installers (as applicable).
- 6. Grout design as per Section 03601.
- 7. Manufacture's recommendations regarding methods for repair of damage to liner pipe following installation.

#### PART 5 - EXECUTION

### 5.1 **CLEANING AND INSPECTION**

A. Prior to the installation of the slip-liner pipe, CONTRACTOR shall thoroughly clean the host pipes designated to receive the liner. Cleaning shall constitute removal of all debris, solids, roots, deposits, and other matter which would preclude proper installation of the slip-liner pipe and annulus grout. Water used for flushing and cleaning pipes prior to slip-line installation shall be maintained by the contractor to comply with regulatory agencies having jurisdiction regarding erosion prevention and sediment control procedures for storm water discharge.

### 5.2 **CONTROL OF WATER**

A. CONTRACTOR shall provide for maintenance and control of water as necessary for satisfactory installation of the slip-liner and grout. Such work shall include by-pass pumping or berming and dewatering for submerged pipes. Proposed means and methods for control of water shall be submitted for approval to the City of Massillon Engineer.

# 5.3 **PROOF TESTING**

A. A mandrel shall be pulled through all host pipes smaller than 36 inches in diameter where deformation, joint deflection or obstructions are observed prior to insertion attempts. The mandrel length of liner pipe shall be equal to the liner pipe joint length. Host pipes 36 inches in diameter and larger may be verified through man-entry, mandrel or both at the CONTRACTOR'S discretion. The mandrel shall have an outside diameter not less than that of the proposed slip-liner pipe plus 1-inch (note 1-inch grout requirement), shall be equal to the pipe joint length of the liner pipe to be installed and shall have a stiffness equal to or greater than that of the slip-liner pipe. A segment of slip-liner pipe may be used as a mandrel, but this test segment shall not be used as a permanent slip-liner pipe.

# 5.4 **EXCAVATION**

A. All work as required by these Specifications shall be performed utilizing existing points of entry including headwalls, manholes, etc. Any other excavation along the length of the host pipe (between headwalls/manholes) is strictly prohibited. In the event that it becomes necessary to perform an excavation, the CONTRACTOR will be

required to obtain written confirmation when an excavation is warranted from the City of Massillon.

### 5.5 **INSTALLATION**

- A. All liner pipe installation shall be in accordance with the manufacturer's recommendations and the provisions of this Section. In the event of a conflict, the more restrictive of the two shall govern.
- B. Sections of slip-liner pipe shall be joined and pushed into the host pipe until a continuous liner pipe is created along the entire length of the host pipe. Pulling assistance with a winch or other mechanical means is allowed provided that the entire section of slip-liner pipe remains in compression during installation from heavy equipment pushing the pipe from the other side. Heavy equipment or vehicles shall not be allowed to pull the pipe through.
- C. Insertion may proceed from either upstream or downstream as suitable access is available, unless required otherwise.
- D. A push ring that distributes jacking/pushing forces 360° around the perimeter of the end wall of the slip-liner pipe shall be used for all insertions to prevent damage to the slip-liner pipe.
- E. An environmentally safe, sub-aqueous lubricant may be permitted upon prior approval by the City of Massillon.
- F. The CONTRACTOR shall use caution to prevent jagged edges from damaging the slip-liner pipe during insertion when the invert of host pipe has deteriorated significantly. In such cases, the CONTRACTOR is encouraged to install two (2); 1 to 2 inch diameter Schedule 40 galvanized steel pipe guide rails along the invert of the host pipe. These guide rails shall be tack-welded or bolted to the host pipe to prevent movement during insertion and shall be withheld not less than 5 feet from the ends of the host pipe. The ends shall remain open such that the entire length of guide rail pipe shall be filled during annular space grouting. An alternate guide rail method may be prepared and submitted to the City of Massillon for review and approval.
- G. The CONTRACTOR shall consider thermal expansion/contraction affects such that the ends of the slip-liner pipe is flush with the existing headwall/manhole to within ½ inch. Reasonable attempts shall be made by the contractor to achieve a flush surface between the slip-lined pipe and the host pipe as determined by the City of Massillon.
- H. Once the slip-liner pipe has been installed, bulkheads shall be constructed in sequence from upstream to downstream at the end of each pipe segment; including gatewells and manholes located intermediately along the pipe length to be slip-lined. In addition, the shop drawings shall include the proposed locations of the grout/air ports and sketches of the proposed bulkheads, as well as the lengths of each grouting port. The lengths shall be staggered such that the entire run of the pipe can be completely grouted. Shop drawings shall include manufacturer's literature for accessories and form coating materials. The materials, dimensions, location of grout injection ports, vent tubes, etc. shall be designed by the CONTRACTOR and

submitted for approval per the requirements of Section 03601 of these Specifications. The CONTRACTOR shall construct bulkheads a minimum of 24 hours after the completion of the slip-liner insertion process to allow for thermal equilibrium between the slip-liner pipe and the host pipe conditions and at most 72 hours after completion of the slip-liner insertion process to minimize exposure of the annulus to debris from a rainfall event.

- I. The contractor shall fill the annular space with grout between the ID of the host pipe and the OD on the liner pipe. The pipe shall be grouted along its entire length with cementitious grout. All materials, methods of grout installation shall be in accordance with Section 03601 of these Specifications.
- J. The CONTRACTOR shall take necessary precautions to maintain line and grade of the host pipe and avoid flotation of the liner pipe. This can be accomplished by providing blocking at 10, 12, and 2 o'clock (suggested locations) in the top of the pipe to prevent flotation during grouting.
- K. Drilling holes in the slip-liner pipe for any reason is prohibited.
- L. At the completion of construction the exposed ends of all slip lined pipes shall have a clean, finished look with no visible signs of grout vents, injection tubes, etc.
- M. The bulkheads shall be hand-finished with a portland cement based grout to a professional quality appearance that exhibits a reasonable attempt at matching the existing concrete surface. After a sufficient curing period, a soluble reactive silicate concrete treatment such as "Chem Tec One" should be applied over the entire headwall surface, including the bulkheads. Particular attention should be given to ensure the product is applied to the bulkhead grout properly.

#### 5.6 **SAFETY**

A. The CONTRACTOR shall perform all work in accordance EM 385-1-1. The CONTRACTOR shall note any areas that may involve entry and/or work in confined spaces and provide a Health and Safety Plan including provisions for confined space entry to the City of Massillon prior to performing work in these areas. It shall be the CONTRACTOR'S sole responsibility to prepare, maintain, monitor and enforce his Health and Safety Plan as well as maintain compliance with EM 385-1-1.

## PART 6 - QUALITY ASSURANCE

### 6.1 **PERSONNEL AND EQUIPMENT**

A. The CONTRACTOR shall at all times provide suitable equipment as well as adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods necessary for successful completion of the work.

#### 6.2 **SUPERVISION**

A. The CONTRACTOR shall provide an experienced project superintendent as determined from resume submittals to be on the site at all time and shall have full

authority to direct the CONTRACTOR'S means, methods, equipment and personnel and performance of the work.

# PART 7 - TESTING AND ACCEPTANCE

## 7.1 **REWORK**

A. The CONTRACTOR shall remove any material that has not received prior approval from the City of Massillon Engineer, has not been completed in accordance with these Specifications or is otherwise not accepted as suitable work by the City of Massillon Engineer and replaced with an approved material at the CONTRACTOR'S sole expense.

#### 7.2 FINAL VIDEO INSPECTION

A. After all work is completed; the CONTRACTOR shall perform one CCTV inspection of all pipes at the CONTRACTOR's expense, documenting the post-installation conditions. This shall be provided to the City of Massillon Engineer for approval. All defects discovered during the post-installation video inspection shall be corrected by the CONTRACTOR at his expense before the work under the Contract will be considered for Substantial Completion. After the defects, if any, are corrected in accordance with manufacturer's recommendations, the affected pipe segment(s) shall be video inspected a second time as a follow-up inspection. All follow-up CCTV inspections will be performed by the CONTRACTOR, and all costs associated with such follow-up inspections associated with the correction of work shall be born by the CONTRACTOR and shall be withheld from final payment. The contractor shall provide final video to the City of Massillon Engineer for review and approval of finished work per pipe.

**END OF SECTION** 

#### SECTION 03601

#### **GROUT FOR SLIP-LINING NONSTRUCTURAL**

#### PART 1 - GENERAL

### 1.1 **SCOPE**

Provide all materials, labor and equipment necessary to completely fill the annular space between the slip-liner pipe and the host pipe with low-strength (300 psi) cementitious grout. The Contractor should follow the specifications listed in the scope unless otherwise directed by the City of Massillon Engineer or unless otherwise recommended by the pipe manufacturer.

### PART 2 - REFERENCE STANDARDS

Unless otherwise noted, reference is made to the latest version of the documents listed below. All

work shall comply with the following reference standards unless specifically stated otherwise in this Specification.

ASTM C403 - Test Method for Time Setting of Concrete Mixtures by Penetration Resistance

ASTM C138 - Test Method for Unit Weight

ASTM C150 - Portland Cement

ASTM C495 - Test Method for Compressive Strength of Lightweight Insulating Concrete

ASTM C618 - Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral

Admixture in Portland Cement Concrete

ASTM C939 - Standard Test Method for Flow of Grout for Preplaced-Aggregate Concrete (Flow Cone Method)

ASTM C940-10a – Standard Test Method for Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory

ASTM C494 – Standard Specifications for Chemical Admixtures for Concrete

#### PART 3 - MATERIALS AND EQUIPMENT

#### 3.1 **CEMENT**

A. Comply with ASTM C150. Pozzolans and other cementitious materials are permitted.

#### 3.2 **FLY ASH**

A. Comply with ASTM C 618; either Type C or Type F shall be used.

#### 3.3 **WATER**

A. Use only potable water obtained from a municipal water distribution system and transported, when required, in a clean, dedicated container designed specifically for such.

# 3. 4 **ADMIXTURE**

A. Admixtures shall be selected by the slip-lining grout manufacturer to meet performance requirements, improve pumpability, control set time, and reduce segregation. Admixtures shall not be biodegradable. Admixtures shall meet the requirements of ASTM C494 when applicable.

### 3.5 **COMPRESSIVE STRENGTH**

A. The grout shall have a minimum penetration resistance of 100 psi in 24 hours when tested in accordance with ASTM C403 and a minimum compressive strength of 300 psi in 28 days when tested in accordance with ASTM C495.

### 3.6 **PERFORMANCE REQUIREMENTS**

A. The grouting system shall have sufficient gages, monitoring devices, and tests to determine the effectiveness of the grouting operation and to ensure compliance with the liner pipe specifications and design parameters.

# 3.7 MIX DESIGN

- A. The CONTRACTOR shall develop one or more mix designs to completely fill the annular space based upon, but not restricted to, the following requirements:
  - 1. Size of annular void
  - 2. Absence or presence of water
  - 3. Sufficient strength and durability to prevent movement of the liner pipe
  - 4. Provide adequate retardation for placement
  - 5. Provide less than 1 percent shrinkage by volume
  - 6. Heat of hydration compatible with pipe material in accordance with pipe manufacturer's recommendations
  - 7. Shall have zero bleed
  - 8. Specific Gravity greater than 1.0 when outer pipe is full of water (if applicable).

#### 3.8 MIXERS AND PUMPS

A. The materials shall be mixed in equipment of sufficient size and capacity to provide the desired amount of grout material for each stage in a single operation. The system shall mix the grout to a homogeneous consistency and deliver grout to the injection point at a steady pressure with a non-pulsating pump at the mix tank. The equipment SECTION 03601-2

shall be capable of mixing the grout at densities required for the approved procedures and shall also be capable of changing density as dictated by field conditions at any time during the grouting operation. The grout mixer shall be a high-speed, high-shear, colloidal type grout mixer capable of continuous mechanical mixing that will produce uniform and thoroughly mixed grout which is free of lumps and undispersed cement. The mixer shall be equipped with suitable water and admixture measuring devices calibrated to read in gallons and tenths and so designed that after each delivery the hands can be conveniently set back to zero. A paddle storage tank shall be used to agitate the mix prior to pumping.

### 3.9 **PRESSURE GAUGES**

- A. Pressure gauges shall be suitable for use in the grouting environment and have a working range between 1.5 to 2.0 times the design grout pressures, and have accuracy within 0.5% of full range.
- B. Provide, at a minimum, one pressure gauge at the point of injection and one pressure gauge at the grout pump.

### 3.10 **TESTING EQUIPMENT**

A. A Baroid Mud Balance shall be used to check the specific gravity during pumping operations.

## PART 4 - SUBMITTALS

The CONTRACTOR shall provide six (6) bound copies of the following information to the City of Massillon Engineer for review and approval prior to construction:

- A. Qualifications and experience of grout mix applicator and Project Superintendent and support personnel.
- B. Grout mix design and trial mix tests, with set time, compressive strength, viscosity, and density test results.
- C. Initial set time of the grout.
- D. The 24 hour and 28 day minimum grout compressive strengths.
- E. The grout working time before a 15% change in density or viscosity occurs.
- F. The proposed grouting methods and procedures. Contractor shall submit a layout detail to include proposed locations for blocking, grout injection tubes and air vent tubes.
- G. Method for waste grout recovery.
- H. Estimated grout volume for each pipe per stage.
- I. The maximum injection pressures proposed as well as maximum allowable grout injection pressures as provided by the pipe manufacturer.

- J. Proposed grout stage volumes. Define the lengths of grout pipes for each stage. Stage lengths are limited to 20-30' unless justification can be provided as to the need for longer stages.
- K. Bulkhead designs and locations including vent and injection port location and proposed materials to be used in bulkhead construction. In addition the lengths of each port shall be shown.
- L. Method of flow control during grouting.
- M. Detailed plans depicting the method of cribbing the liner pipe to allow the grout to set when buoyant uplift is a factor.
- N. Written confirmation that the CONTRACTOR has coordinated grouting procedures with the grout installer and the liner pipe manufacturer. Confirmation shall also include that the CONTRACTOR has coordinated the attachment of the grout lines to the liner pipe so that they will not become clogged or detached during the installation process.
- O. For each different type of grout or variations in procedure of installation, a complete package shall be submitted. The submittal shall include each of the above items and the locations of conditions to which it applies.
- P. Detail measures or procedures to equalize the pressure between the inside and outside of the liner pipe so as to resist buoyant or bursting forces.

#### PART 5 - EXECUTION

#### 5.1 **GROUT INJECTION**

- A. Notify the City of Massillon Engineer at least 24 hours in advance of grouting operations. After installation of the injection ports and bulkheads, PVC caps shall be placed over the pipes to prevent any debris from entering the annular space.
- B. Once the slip-liner pipe has been installed, construct bulkheads at each end in sequence from upstream to downstream. Following construction of the bulkheads, the CONTRACTOR shall fill the annular space between the slip-liner pipe and the host pipe along its entire length with cementitious grout by injecting grout from one end of the pipe segment, allowing it to flow toward the other end. Grouting should proceed from the downstream bulkhead toward the upstream end. Grouting should commence at the injection port on the downstream bulkhead and continue until:
  - 1. Grout of similar specific gravity to that being mixed has been observed flowing from the downstream bulkhead vent and it has been closed.
  - 2. The air or water displacing from the pipe stops flowing
  - 3. The estimated total volume plus a percentage (approx. 10%), to allow for a tremie seal on the pipe, has been pumped.

Grouting should proceed from the longest line (say 100-110' in most instances) and progress through the successively shorter grout lines. Grout lines should be switched when:

- 1. The air or water displacing from the next shorter grout pipe stops flowing.
- 2. The estimated volume plus a percentage (approx. 10%), to allow for a tremie seal on the next shorter pipe, has been pumped.
- C. Remove or control standing or running water in annular spaces to maintain the correct water ratio of the grout mixture.
- D. Limit pressure on the annular space to prevent damage to the liner. The gauged grout pressure at the pipe shall not exceed that of the pipe manufacturer's recommendation or 5 psi, whichever is smaller. Regardless of the pressure, the CONTRACTOR shall be solely responsible for any damage or distortion to slip-liner pipe due to grouting.
- E. The drilling of additional injection holes from the surface or through the liner pipe to facilitate grouting is prohibited.
- F. Injection of grout shall continue until all of the following conditions have been achieved unless otherwise approved by the City of Massillon Engineer:
  - 1. The total estimated volume of grout for all stages on a given pipe has been injected
  - 2. The estimated volume of grout has been injected
  - 3. The exhausted grout recovered at each vent is not less than 85% of the density of the freshly injected grout
  - 4. The exhausted grout at each vent is not less than 85% of the original viscosity of the freshly injected grout
  - 5. Grout recovered from the vent is the same specific gravity as that being injected, per the use of the Baroid Mud Balance
  - 6. The grout installer recommends ceasing grouting operations.
- G. No hardened grout is permitted in the liner pipe invert after completion of grouting operations.
- H. Cold weather grouting where the temperature is between 32-40° F during and after grouting the following conditions shall be met:
  - 1. Temperature of the grout mix must be 60° F or higher at the time of pumping.
  - 2. The use of insulation/concrete blankets over areas of the levee behind the headwalls where the minimum cover above the frost line is not met for a period of 7 days.
- I. Cold weather grouting when the temperature is below 32° F during and after grouting the following conditions shall be met:

- 1. Temperature of the grout mix must be 60° F or higher at the time of pumping.
- 2. The use of insulation/concrete blankets over areas of the levee behind the headwalls where the minimum cover above the frost line is not met for a period of 7 days.
- 3. The use of an interior heater in the pipe that does not exceed the pipes maximum localized temperature for the first 24 hours after grouting.
- J. Hot weather grouting is permitted however, the CONTRACTOR shall use caution to prevent flash-setting of the grout. The CONTRACTOR is responsible for any replacement/repair necessary as a result of grouting in hot weather at no additional cost to the Government and to the satisfaction of the City of Massillon Engineer.

### PART 6 - TESTING

### 6.1 **DENSITY**

A. Provide all personnel and equipment necessary to measure density in accordance with ASTM C138 or by another method as approved by the City of Massillon Engineer not less than two times per hour in the field during grouting operations. Grout that exceeds ±3 lb/cubic foot of the design density shall be rejected.

### 6.2 **VISCOSITY**

A. Provide all personnel and equipment necessary to measure viscosity in accordance with ASTM C939 not less than two times per hour in the field during grouting placement. The apparent viscosity shall not exceed 20 seconds unless otherwise approved by the City of Massillon Engineer.

#### 6.3 **COMPRESSIVE STRENGTH**

- A. Collect, transport, cure, test and report samples in accordance with ASTM C495.
- B. Collect four (4) specimens (3"x6" cylinders) for each pipe at approximately the midpoint of the grouting operation.
- C. Test all specimens for compressive strength at 28 days. Additional specimens and tests may be performed at the CONTRACTOR'S discretion.
- D. Tests and companion specimens associated with oven-dry unit weight (ASTM C495 Item 9) are not required.
- E. The CONTRACTOR shall engage the services of an independent, COE Certified Testing Laboratory to collect and test specimens associated with the strength requirements of this Section. In addition, all field personnel associated with testing shall be from a COE Certified Testing Laboratory.

# 6.4 **BAROID MUD BALANCE**

A. Provide all personnel and equipment necessary to test specific gravity with the Baroid Mud Balance in accordance with established procedures in the field during grouting placement.

**END OF SECTION** 

#### **SECTION 03617**

## **CURED-IN-PLACE PIPE (CIPP)**

# **PART 1 - GENERAL**

### 1.1 **INTENT**

A. It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting.

## PART 2 - REFERENCED DOCUMENTS

2.1 This specification references standards from the American Society for Testing and Materials, such as: ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)), ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe), ASTM D790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials), and D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

### PART 3 - PRODUCT MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

# 3.1 **PRODUCTS**

- A. Since sewer products are intended to have a 50-year design life, and in order to minimize the Owner's risk, only proven products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and installers must meet all of the following criteria to be deemed Commercially Acceptable:
  - For a Product to be considered Commercially Proven, a minimum of five successful wastewater collection system projects of a similar size and scope of work shall be performed in the U.S. and documented to the satisfaction of the Owner to assure commercial viability
  - 2. For an Installer to be considered as Commercially Proven, the Installer must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least 5 (five) years active experience in the commercial installation. In addition, the Installer must have successfully installed at least 1,000,000 feet of a cured-in-place product in wastewater collection systems. Acceptable documentation of these minimum installations must be submitted to the Owner. Installer's project managers must have a minimum of 2 years of CIPP installation experience and must be on-site during the installation of the CIPP products.
  - Sewer rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of SECTION 03617-1

- the product and such data shall be satisfactory to the Owner. No product will be approved without independent third party testing verification.
- 4. Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.
- 5. The owner authorizes the use of proven materials that serve to enhance the pipe performance specified herein. Proven materials have passed independent laboratory testing, not excluding long-term (10,000 hour) structural behavior testing, and have been successfully installed to repair failing host pipes in the U. S. for at least 4 years. In addition to the aforementioned, the owner may require that the contractor demonstrate that the enhancements proposed exceed the specifications herein, prior to the installation of the enhanced material systems. This section in no way shall be interpreted as authorization to deviate from the minimum standard practices set forth herein.

### **PART 4 - MATERIALS**

#### 4.1 **TUBE**

- A. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D 5813, Sections 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. The tube may also contain felt layers reinforced with glass or carbon fibers.
  - 1. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.
  - 2. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation..
  - 3. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.
  - 4. The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
  - 5. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
  - 6. Seams in the Tube shall be stronger than the non-seamed felt material.

7. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

#### 4.2 **RESIN**

A. The resin system shall be a corrosion resistant polyester or vinyl polyester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

# PART 5 - STRUCTURAL REQUIREMENTS

- 5.1 The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
- 5.2 The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.
- 5.3 The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7.
- 5.4 The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.
- 5.5 The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

#### **MINIMUM CIPP PHYSICAL PROPERTIES**

		Cured Polyester Composite	
<u>Property</u>	Test Method	min. per ASTM F1216	Enhanced Resin
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi
		SECTION 03617-3	

5.6 The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 5.5 or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix X1. Design Considerations of ASTM F1216, and the following design parameters:

Design Safety Factor (typically used value)	= 2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design	= 50% - 75
(As determined by long-term tests described in section 5.2 and approved by the	Owner)
Ovality* (calculated from (X1.1of ASTM F1216)	=%
Enhancement Factor, K	=See Section 5.3
Groundwater Depth (above invert of existing pipe)*	=ft
Soil Depth (above crown of existing pipe)*	= <u>ft.</u>
Soil Modulus**	= psi
Soil Density**	= <u>pcf</u>
Live Load**	=H20 Highway
Design Condition (partially or fully deteriorated)***	=***

Denotes information, which can be provided here or in inspection videotapes or project construction plans. Multiple lines segments may require a table of values.

5.7 Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

### **PART 6 - TESTING REQUIREMENTS**

### 6.1 **CHEMICAL RESISTANCE**

A. The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.

### 6.2 **HYDRAULIC CAPACITY**

A. Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

# 6.3 **CIPP FIELD SAMPLES**

A. When requested by the Owner, the Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual

<sup>\*\*</sup> Denotes information required only for fully deteriorated design conditions.

<sup>\*\*\*</sup> Based on review of video logs, conditions of pipeline can be fully or partially deteriorated.

(See ASTM F1216 Appendix) The Owner will be sole judge as to pipe conditions and parameters utilized in design.

installation. These test results must verify that the CIPP physical properties specified in Section 5.5 have been achieved in previous field applications. Samples for this project shall be made and tested as described in Section 10.1.

### PART 7 - INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

- 7.1 It shall be the responsibility of the Contractor to locate and designate all manhole access points open and accessible for the work. If a street must be closed to traffic because of the orientation of the sewer, the Contractor shall request such closing and coordinate with the Director of Public Service and Safety. The Contractor must coordinate with Aqua Ohio, Inc. and pay any associated fees to for the access to water hydrants for cleaning, installation and other process related work items requiring water and any costs relating to the usage of water shall be included in the applicable item.
- 7.2 Cleaning of Sewer Lines shall pertain to section 02760. The Contractor, when required, shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The Contractor shall also be responsible for the safe removal of all debris removed from the sewers during the cleaning operation.
- 7.3 Bypassing Sewage shall pertain to section 02150. The Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the sewage flow. The Owner may require a detail of the bypass plan to be submitted.
- 7.4 Inspection of Pipelines shall pertain to section 02651. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections using close circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Owner.
- 7.5 Line Obstructions It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make the necessary repair of the obstruction.
- 7.6 Public Notification The Contractor shall make every effort to maintain sewer service usage throughout the duration of the project. In the event that a connection will be out of service, the longest period of no service shall be 8 hours. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

- A. Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any potential problems.
- B. Personal contact with any home or business, which cannot be reconnected within the time stated in the written notice.
- 7.7 The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing the CIPP.

### **PART 8 - INSTALLATION**

- 8.1 CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:
  - A. Resin Impregnation
    - 1. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.
  - B. Tube Insertion
    - The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
  - C. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.
  - Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule.
     A cool-down process shall be conducted that complies with the resin manufacturer's specification.

### PART 9 - REINSTATEMENT OF BRANCH CONNECTIONS

9.1 It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV. The Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation or are in the immediate area of the jobsite and can be quickly obtained. Unless otherwise directed by the Owner or his authorized representative, all laterals will be reinstated. No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

### **PART 10 - INSPECTION**

- 10.1 CIPP samples shall be prepared by the Contractor for each installation designated by the owner/engineer or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in the table on page 4 of this specification, Table 1 of ASTM F1216 or the values submitted to the Owner/engineer by the contractor for this project's CIPP wall design, whichever is greater.
- 10.2 Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the submitted minimum design wall thickness as calculated in paragraph 5.6 of this document.
- 10.3 Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

# PART 11 - CLEAN-UP

11.1 Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

**END OF SECTION** 

# FEDERAL PREVAILING WAGE RATES

## FEDERAL PREVAILING WAGES

For "Construction" projects as defined in Section 4115.03 of the Ohio Revised Code, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project subject to Federal Labor Standards Provisions, including the payment of prevailing wage rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

Contractors shall also be required to comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, for training and employment be given to lower income residents of this project area and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

General Decision Number: OH130002 06/07/2013 OH2

Superseded General Decision Number: OH20120002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	01/18/2013
3	01/25/2013
4	02/15/2013
5	02/22/2013
6	03/29/2013
7	04/12/2013
8	04/26/2013
9	05/03/2013
10	05/10/2013
11	05/17/2013
12	05/31/2013
13	06/07/2013

BRKY0007-003 06/01/2011

#### LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason	.\$ 28.29	16.80
BROH0001-001 07/01/2010		

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes	
Bricklayer, Stonemason	\$ 29.30	11.81	
BROH0001-004 06/01/2011			
	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER.	\$ 26.57	10.18	
PROMON2 002 07/01/2011			

BROH0003-002 07/01/2011

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington,

Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	.\$ 28.38	15.78
BROH0005-003 05/01/2013		

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

1	Rates	Fringes
BRICKLAYER BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; & STONEMASONS\$		12.33
SANDBLASTERS\$  SEWER BRICKLAYERS & STACK		12.33
BUILDERS\$ SEWER BRICKLAYERS; STACK		12.33
BUILDERS; & SWING SCAFFOLDS.\$ SWING SCAFFOLDS\$		11.78 12.33

BROH0006-005 05/01/2012

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason	.\$ 26.00	11.28
BROH0007-005 06/01/2012		

PORTAGE & SUMMIT

	Rates	Fringes	
BRICKLAYER	\$ 28.55	13.33	_
BROH0007-010 06/01/2011			

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE	.\$ 29.07	8.90
DD0110000 001 06/01/2011		

BROH0008-001 06/01/2011

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford), MAHONING & TRUMBULL

Rates Fringes

BRICKLAYER	.\$ 25.55	15.34
BROH0009-002 07/01/2011		
BELMONT & MONROE COUNTIES and the Pleasant and the Village of Dil		
	Rates	Fringes
Bricklayer, Stonemason		15.61 15.61
BROH0010-002 07/01/2012		
COLUMBIANA (St. Clair, Madison, Wellow Creek & Liverpool Township Saline Townships)		
	Rates	Fringes
Bricklayer, Stonemason	.\$ 26.37	14.54
BROH0014-002 07/01/2005		
HARRISON & JEFFERSON (Except Mt. Saline & Salineville Townships &		
	Rates	Fringes
Bricklayer, Stonemason	.\$ 24.01	8.85
BROH0016-002 05/01/2012		
ASHTABULA, GEAUGA, and LAKE COUNT	ΓΙΕS	
	Rates	Fringes
Bricklayer, Stonemason	.\$ 30.84	Fringes
Bricklayer, Stonemason	.\$ 30.84	
	.\$ 30.84  N, PREBLE (Gaspe	12.94 
BROH0018-002 06/01/2011 BROWN, BUTLER, CLERMONT, HAMILTON	.\$ 30.84  N, PREBLE (Gaspe Townships) & WA	12.94 
BROH0018-002 06/01/2011  BROWN, BUTLER, CLERMONT, HAMILTON Israel, Lanier, Somers & Gratis  Bricklayer, Stonemason	.\$ 30.84  N, PREBLE (Gaspe Townships) & WA  Rates .\$ 26.57	12.94 er, Dixon, ARREN COUNTIES: Fringes 10.26
BROH0018-002 06/01/2011  BROWN, BUTLER, CLERMONT, HAMILTON Israel, Lanier, Somers & Gratis	.\$ 30.84  N, PREBLE (Gaspe Townships) & WA  Rates .\$ 26.57	12.94 er, Dixon, ARREN COUNTIES: Fringes 10.26
BROH0018-002 06/01/2011  BROWN, BUTLER, CLERMONT, HAMILTON Israel, Lanier, Somers & Gratis  Bricklayer, Stonemason	.\$ 30.84  N, PREBLE (Gaspe Townships) & WA  Rates .\$ 26.57  GREENE, HIGHLA	12.94 er, Dixon, ARREN COUNTIES:  Fringes 10.26 AND, LOGAN, rison, Twin,
BROH0018-002 06/01/2011  BROWN, BUTLER, CLERMONT, HAMILTON Israel, Lanier, Somers & Gratis  Bricklayer, Stonemason  BROH0022-004 01/01/2012  CHAMPAIGN, CLARK, CLINTON, DARKE, MIAMI, MONTGOMERY, PREBLE (Jackson	.\$ 30.84  N, PREBLE (Gaspe Townships) & WA  Rates .\$ 26.57  GREENE, HIGHLA	12.94 er, Dixon, ARREN COUNTIES:  Fringes 10.26 AND, LOGAN, rison, Twin,

BROH0032-001 06/01/2011

GALLIA & MEIGS

Rates Fringes

Bricklayer, Stonemason.....\$ 30.72 12.23

\_\_\_\_\_

BROH0035-002 07/01/2010

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 24.67 11.57

BROH0039-002 06/01/2011

ADAMS & SCIOTO

Rates Fringes

Bricklayer, Stonemason.....\$ 29.17 14.62

\_\_\_\_\_\_

BROH0040-003 06/01/2011

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 27.05 15.94

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

\_\_\_\_\_\_

BROH0044-002 06/01/2011

Rates Fringes

Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver,

Buffalo, Seneca & Wayne

Townships) & PERRY

COUNTIES:....\$ 25.50 11.45

\_\_\_\_\_\_

BROH0045-002 06/01/2011

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

Rates Fringes Bricklayer, Stonemason.....\$ 29.20 11.63 BROH0046-002 06/01/2011

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

Rates Fringes

Bricklayer, Stonemason.....\$ 28.02 15.34

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2012

ATHENS COUNTY

Rates Fringes 13.82 Bricklayer, Stonemason.....\$ 26.93 BROH0052-003 06/01/2012

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

Rates Bricklayer, Stonemason.....\$ 26.93

BROH0055-003 06/01/2010

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

Rates Fringes Bricklayer, Stonemason.....\$ 27.21 12.49 \_\_\_\_\_

CARP0003-004 07/01/2012

MAHONING & TRUMBULL

Rates Fringes CARPENTER.....\$ 25.41 13.06

CARP0069-003 07/01/2012

CARROLL, STARK, TUSCARAWAS & WAYNE

Rates Fringes

Fringes

CARPENTER	\$ 25.38	11.93	
CARP0069-006 07/01/2012			
COSHOCTON, HOLMES, KNOX & MORROW	V.		
	Rates	Fringes	
CARPENTER	\$ 24.30	12.09	
CARP0171-002 07/01/2012			
BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE			
	Rates	Fringes	
CARPENTER	\$ 25.66	13.75	
CARP0200-002 05/01/2011			
ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON COUNTIES			
	Rates	Fringes	
CARPENTER Diver	\$ 39.41	11.30 10.40 11.30	
CARP0248-005 07/01/2008			
LUCAS & WOOD			
	Rates	Fringes	
CARPENTER	•	14.58	
CARP0248-008 07/01/2008			
	Rates	Fringes	
CARPENTER  DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES	\$ 23.71	13.28	
CARP0254-002 07/01/2012			
ASHTABULA, CUYAHOGA, GEAUGA & LAKE			
	Rates	Fringes	
CARPENTER	\$ 31.15	12.72	
CARP0372-002 07/01/2008			
ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT			

	Rates	Fringes	
CARPENTER		13.28	
CARP0639-003 07/01/2012			
MEDINA, PORTAGE & SUMMIT			
	Rates	Fringes	
CARPENTER	·	12.90	
CARP0735-002 07/01/2012			
ASHLAND, ERIE, HURON, LORAIN & F	RICHLAND		
	Rates	Fringes	
CARPENTER	.\$ 24.72	11.55	
CARP1311-001 05/01/2011			
BROWN, BUTLER, CHAMPAIGN, CLARK, GREENE, HAMILTON, LOGAN, MIAMI, WARREN	· ·		
	Rates	Fringes	
Carpenter & Piledrivermen		12.96 9.69	
CARP1393-002 07/01/2008			
CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD			
	Rates	Fringes	
Piledrivermen & Diver's Tender.	.\$ 27.30	16.05	
DIVERS - \$250.00 per day			
CARP1393-003 07/01/2008			
ALLEN, AUGLAIZE, HARDIN, MERCER	PUTNAM, VAN	WERT & WYANDOT	
	Rates	Fringes	
Piledrivermen & Diver's Tender.	.\$ 25.15	15.92	
DIVERS - \$250.00 per day			
CARP1871-006 07/01/2012			
BELMONT, HARRISON, & MONROE			
	Rates	Fringes	
Diver, Wet	.\$ 46.74	13.34	

Piledrivermen; Diver, Dry\$	30.20	13.05
CARP1871-008 07/01/2012		
ASHLAND, ASHTABULA, CUYAHOGA, ERIE LORAIN, MEDINA, PORTAGE, RICHLAND (		HURON, LAKE,
1	Rates	Fringes
Diver, Wet\$ Piledrivermen; Diver, Dry\$		14.61 14.62
CARP1871-014 07/01/2012		
CARROLL, STARK, TUSCARAWAS & WAYNE		
1	Rates	Fringes
Diver, Wet\$ Piledrivermen; Diver, Dry\$		12.93 12.94
CARP1871-015 07/01/2012		
COSHOCTON, HOLMES, KNOX & MORROW		
1	Rates	Fringes
Diver, Wet\$ Piledrivermen; Diver, Dry\$		12.08 12.09
CARP1871-017 07/01/2012		
MAHONING & TRUMBULL		
1	Rates	Fringes
Diver, Wet\$ Piledrivermen; Diver, Dry\$		13.58 13.29
CARP2235-012 01/01/2010		
COLUMBIANA & JEFFERSON		
I	Rates	Fringes
PILEDRIVERMAN\$		12.25
CARP2239-001 07/01/2008		
CRAWFORD, OTTAWA, SANDUSKY, SENECA	& WYANDO	Г
1	Rates	Fringes
CARPENTER\$	23.71	13.28
ELEC0008-002 05/28/2012		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,

PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

8 of 38

	Rates	Fringes
CABLE SPLICER		18.17 18.19
ELEC0032-003 06/01/2012		
ALLEN, AUGLAIZE, HARDIN, LO WYANDOT (Crawford, Jackson, Ridge & Salem Townships)		=
	Rates	Fringes
ELECTRICIAN	\$ 27.08	12.51
ELEC0032-004 06/01/1998		
ALLEN, HARDIN, VAN WERT & W Marseilles, Mifflin, Richla		
	Rates	Fringes
Line Construction Equipment Operator Groundman Truck Driver Lineman	\$ 20.27	Fringes 4.12+a 3.63+a 4.31+a
Equipment Operator Groundman Truck Driver	\$ 20.27\$ 14.43\$ 22.52 Paid Holiday: The	4.12+a 3.63+a 4.31+a last 4 hours of
Groundman Truck Driver Lineman  FOOTNOTE: a. Half day's	\$ 20.27\$ 14.43\$ 22.52 Paid Holiday: The	4.12+a 3.63+a 4.31+a last 4 hours of
Equipment Operator Groundman Truck Driver Lineman  FOOTNOTE: a. Half day's the workday prior to Chris	\$ 20.27 \$ 14.43 \$ 22.52 Paid Holiday: The stmas or New Year'	4.12+a 3.63+a 4.31+a last 4 hours of s Day
Equipment Operator Groundman Truck Driver Lineman  FOOTNOTE: a. Half day's the workday prior to Chris ELEC0038-002 04/29/2013  CUYAHOGA, GEAUGA (Bainbridge	\$ 20.27 \$ 14.43 \$ 22.52 Paid Holiday: The stmas or New Year'	4.12+a 3.63+a 4.31+a last 4 hours of s Day
Equipment Operator  Groundman Truck Driver Lineman  FOOTNOTE: a. Half day's the workday prior to Chris  ELEC0038-002 04/29/2013  CUYAHOGA, GEAUGA (Bainbridge	\$ 20.27\$ 14.43\$ 22.52  Paid Holiday: The stmas or New Year'	4.12+a 3.63+a 4.31+a  last 4 hours of s Day ell Townships) &

ELEC0038-008 04/29/2013

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

1	Rates	Fringes
Sound & Communication Technician		
Communications Technician\$	25.80	9.39+a+b
Installer Technician\$	24.55	9.36+a+b

#### FOOTNOTES;

a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;Labor Day; Thanksgiving Day; & Christmas Dayb. 1 week's paid vacation for 1 year's service; 2 weeks' paid

b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

-----

ELEC0064-003 11/28/2011

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,
Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,
Springfield & Youngstown Townships), & TRUMBULL (Hubbard &
Liberty Townships)

	Rates	Fringes
ELECTRICIAN	\$ 30.10	12.97

ELEC0071-001 01/16/2012

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators	\$ 29.03	10.65
Groundmen	\$ 20.96	9.40
Linemen & Cable Splicers.	\$ 32.25	11.77

ELEC0071-004 01/16/2012

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction  Equipment Operator  Groundman  Lineman & Cable Splicers	\$ 20.96	10.65 9.40 11.77

ELEC0071-005 01/06/2012

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

Rates Fringes

LINE CONSTRUCTION: Equipment

Operator

DOT/Traffic Signal &		
Highway Lighting Projects\$	3 28.39	11.81
Municipal Power/Transit Projects\$	33.66	13.08
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal &		
Highway Lighting Projects\$ Municipal Power/Transit	3 22.09	10.30
Projects\$	26.18	11.28
LINE CONSTRUCTION:		
Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects\$	31.55	12.57
Municipal Power/Transit		
Projects\$		13.98
ELEC0071-008 01/16/2012		
COLUMBIANA, MAHONING, and TRUMBUI	L COUNTIES	
, , , , , , , , , , , , , , , , , , , ,		
	Rates	Fringes
Line Construction		
Equipment Operator\$	29.03	10.65
Groundman\$		9.40
Lineman & Cable Splicers\$	32.25	11.77
ELEC0071-010 01/16/2012		
BELMONT, CARROLL, HARRISON, HOLMES	S, JEFFERSON,	MEDINA, PORTAGE,
STARK, SUMMIT, and WAYNE COUNTIES		
	Rates	Fringes
		5
Line Construction		10.65
Equipment Operator\$ Groundman\$		10.65 9.40
Lineman & Cable Splicers\$		11.77
ELEC0071-013 01/16/2012		
BROWN, BUTLER, CLERMONT, HAMILTON,	and WARREN	COUNTIES
	Rates	Fringes
Line Construction	. 20 02	10.65
Equipment Operator\$		1 U . b b
Grannaman		
Groundman\$ Lineman & Cable Splicers\$	20.96	9.40 11.77
	3 20.96 3 32.25	9.40

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN

(Wayne, Clear Creek & Franklin Townships)

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller		4.91 16.75
ELEC0129-003 03/01/2010		
LORAIN (Except Columbia Township Liverpool Townships)	) & MEDINA (Lit	chfield &
	Rates	Fringes
ELECTRICIAN	.\$ 31.00	13.80
ELEC0129-004 03/01/2010		
ERIE & HURON (Lyme, Ridgefield, Sherman, Peru, Bronson, Hartland Greenfield, Fairfield, Fitchvill	, Clarksfield,	Norwich,
	Rates	Fringes
ELECTRICIAN	.\$ 31.00	13.80
ELEC0141-003 09/03/2012		
BELMONT COUNTY		
	Rates	Fringes
CABLE SPLICER		22.22 22.22
ELEC0212-003 06/27/2011		
BROWN, CLERMONT & HAMILTON		
	Rates	Fringes
Sound & Communication Technician	.\$ 21.55	8.46
ELEC0212-005 12/03/2012		
BROWN, CLERMONT, and HAMILTON CO	UNTIES	
	Rates	Fringes
ELECTRICIAN	.\$ 26.35	15.44
ELEC0245-003 01/02/2012		
DEFIANCE, FULTON, HANCOCK, HENRY	, HURON, LUCAS,	OTTAWA,

## PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	I	Rates	Fringes
Line	Construction		
	Cable Splicer\$	35.77	24%+\$5.00+a
	<pre>Groundman/Truck Driver\$</pre>	22.22	24%+\$5.00+a
	Heli-arc Welding\$	31.47	20.25%+4.80+a
	Lineman\$	34.18	24%+\$5.00+a
	Operator - Class 1\$	27.27	24%+\$5.00+a
	Operator - Class 2\$	22.09	24%+\$5.00+a
	Traffic Signal & Lighting		
	${\tt Technician} \$$	34.18	24%+\$5.00+a

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

\_\_\_\_\_

ELEC0246-006 10/29/2012

1	Rates	Fringes
ELECTRICIAN\$	33.00	26.16

ELEC0306-005 05/28/2012

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes	
CABLE SPLICER	\$ 34.98	5%+13.61	
ELECTRICIAN	\$ 33.24	5%+13.76	
ELEC0317-002 05/30/2012			-

## GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER	•	18.13 20.09

ELEC0317-008 06/01/1998

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS, PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

Rates Fringes

Line	Construction		
	Cable Splicers\$	23.66	8.48
	Equipment Operators\$	17.14	8.25
	Groundmen\$	13.92	8.14
	Linemen\$	21.42	8.40

ELEC0540-003 06/05/1997

TUSCARAWAS COUNTY (North of Auburn, Clay, Rush & York Townships)

	Rates	Fringes
Line Construction		
Groundman; & Truck Driver\$	14.65	8.18
Line Equipment Operator\$	19.02	8.69
Lineman; & Cable Splicer\$	21.86	9.01

ELEC0540-005 12/31/2012

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townhships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 28.35	17.68	
ELEC0573-003 12/02/2012			_

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham

Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

Rates Fringes

ELECTRICIAN.....\$ 29.71 15.82

ELEC0575-001 12/31/2012

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN	\$ 31.20	13.55
ELEC0648-001 09/03/2012		

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER	•	15.04
ELECTRICIAN	\$ 28.33	15.02

ELEC0673-004 12/31/2012

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER	\$ 33.20	16.74
ELECTRICIAN	\$ 32.95	16.74

ELEC0683-002 05/28/2012

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	es
CABLE SPLICER       \$ 30.90       14.5         ELECTRICIAN       \$ 30.30       14.5	

ELEC0688-003 05/27/2013

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	.\$ 26.50	15.06
ELEC0867-001 06/01/1998		

ERIE

	Rates	Fringes
 Construction Lineman; Cable Splicer; &		
Equipment Operator	\$ 20.75	4.09
 Groundman; & Groundman	\$ 13.49 	3.87

ELEC0972-002 06/01/2012

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITES

	Rates	Fringes
CABLE SPLICER		20.56
ELECTRICIAN	\$ 31.36	20.55

ELEC1105-001 05/28/2012

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	.\$ 27.34	11.44
ENGI0018-003 05/01/2012		

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	I	Rates	Fringes
OPERATOR:	Power Equipment		
GROUP	1\$	32.53	13.01
GROUP	2\$	32.43	13.01
GROUP	3\$	31.39	13.01
GROUP	4\$	30.17	13.01
GROUP	5\$	24.88	13.01
GROUP	6\$	32.78	13.01
GROUP	7\$	33.03	13.01

## OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work;

Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonary; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

-----

ENGI0018-004 05/01/2012

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	I	Rates	Fringes
OPERATOR:	Power Equipment		
GROUP	1\$	31.04	13.01
GROUP	2\$	30.92	13.01
GROUP	3\$	29.88	13.01
GROUP	4\$	28.70	13.01
GROUP	5\$	23.24	13.01
GROUP	6\$	31.29	13.01
GROUP	7\$	31.54	13.01

## OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling

Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Artiaculating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonary; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

\_\_\_\_\_

ENGI0066-023 06/01/2012

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

Rates Fringes

OPERATOR: Power Equipment ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS

GROUP 1 - A & B\$ ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	36.48	16.06
GROUP 2 - A & B\$ ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	36.15	16.06
GROUP 3 - A & B\$ ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	32.82	16.06
GROUP 4 - A & B\$ ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	29.04	16.06
GROUP 5 - A & B\$ HAZARDOUS/TOXIC WASTE PROJECTS	25.64	16.06
GROUP 1 - C & D\$ HAZARDOUS/TOXIC WASTE PROJECTS	33.47	16.06
GROUP 2 - C & D\$ HAZARDOUS/TOXIC WASTE PROJECTS	33.19	16.06
GROUP 3 - C & D\$ HAZARDOUS/TOXIC WASTE PROJECTS	30.13	16.06
GROUP 4 - C & D\$ HAZARDOUS/TOXIC WASTE PROJECTS	26.66	16.06
GROUP 5 - C & D\$ ALL OTHER WORK	23.55	16.06
GROUP 1\$ ALL OTHER WORK	30.49	16.06
GROUP 2\$ ALL OTHER WORK	30.22	16.06
GROUP 3\$ ALL OTHER WORK	27.44	16.06
GROUP 4\$ ALL OTHER WORK	24.29	16.06
GROUP 5\$	21.46	16.06

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer;

C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

## GROUP 5 - Brakeperson; Fireperson; & Oiler

-----

IRON0017-002 05/01/2012

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, &		
Structural	.\$ 30.40	18.68
IRON0017-010 05/01/2012		

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER Structural, including		
metal building erection & Reinforcing	\$ 30.40	18.68

\* IRON0044-002 06/01/2013

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes	
		_	
IRONWORKER			
Fence Erector	\$ 22.70	18.40	
Ornamental; Structural	\$ 25.00	18.40	
			-

IRON0055-003 07/01/2012

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through

Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes	
IRONWORKER			
Fence Erector	\$ 19.40	17.92	
Flat Road Mesh	\$ 20.75	18.00	
Tunnels & Caissons Under			
Pressure	\$ 28.50	18.00	
All Other Work	\$ 28.32	18.95	

IRON0147-002 06/01/2012

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER	\$ 24.64	18.32

IRON0172-002 06/01/2012

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER	\$ 26.97	17.38

IRON0207-004 06/01/2012

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

Rates Fringes

IRONWORKER

Layout; Sheeter\$ Ornamental; Reinforcing;	28.06	19.96
Structural\$	27.06	19.96
IRON0290-002 03/31/2013		

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER	\$ 26.13	18.15
IRON0372-002 06/01/2012		

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING		
Beyond 30-mile radius of		
Hamilton County Courthouse	26.59	18.58
Up to & including 30-mile		
radius of Hamilton County		
Courthouse	\$ 26.34	18.58

IRON0549-003 12/01/2012

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER	.\$ 30.00	16.49
IRON0550-004 05/01/2012		

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line

going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
<pre>Ironworkers:Structural, Ornamental and Reinforcing</pre>	\$ 24.92	16.97
IRON0769-004 12/01/2012		
ADAMS (Eastern Half), GALLIA, JAC & SCIOTO	CKSON (Southern 1	Half), LAWRENCE
	Rates	Fringes
IRONWORKER	\$ 32.54	20.18
IRON0787-003 12/01/2012		
ATHENS, MEIGS, MORGAN, NOBLE, and	NASHINGTON COU	NTIES
	Rates	Fringes
IRONWORKER	\$ 32.37	17.65
LABO0265-008 05/01/2012		
	Rates	Fringes
LABORER  ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES GROUP 1	\$ 26.82 \$ 27.15	9.20 9.20 9.20 9.20
STATIONS, & ETHANOL PLANTS CONSTRUCTION	\$ 27.88 \$ 28.05 \$ 28.38 \$ 28.83 \$ 26.22 \$ 26.39	9.20 9.20 9.20 9.20 9.20
GROUP 4	•	9.20 9.20

#### LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

-----

PAIN0006-002 05/01/2012

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

]	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK;		
REMODELING; & RENOVATIONS		
GROUP 1\$	26.79	11.74
GROUP 2\$	27.19	11.74
GROUP 3\$	27.49	11.74
GROUP 4\$	28.49	11.74
COMMERCIAL REPAINT		
GROUP 1\$	25.29	11.74
GROUP 2\$	25.69	11.74

GROUP 3.....\$ 25.99 11.74

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

-----

PAIN0007-002 07/01/2012

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

]	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1\$	23.42	14.16
GROUP 2\$	23.67	14.16
GROUP 3\$	23.92	14.16
GROUP 4\$	24.02	14.16
GROUP 5\$	24.12	14.16
GROUP 6\$	24.17	14.16
GROUP 7\$	24.42	14.16
GROUP 8\$	24.72	14.16
GROUP 9\$	24.81	13.22

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based

Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

-----

PAIN0012-008 05/01/2012

BUTLER COUNTY

	I	Rates	Fringes
PAINTER			
GROUP	1\$	20.49	8.33
GROUP	2\$	23.10	8.33
GROUP	3\$	23.60	8.33
GROUP	4\$	23.85	8.33
GROUP	5\$	24.10	8.33

## PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

\_\_\_\_\_

PAIN0012-010 05/01/2012

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		
STRIPING  Bridge Equipment Tender  and Containment Builder  Bridges when highest  point of clearance is 60  feet or more; & Lead	\$ 20.49	8.33
Abatement Projects Brush & Roller	•	8.33 8.33

Sandblasting & Hopper

Tender; Water Blasting....\$ 23.85

Spray.....\$ 23.60

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS

28 of 38 6/13/2013 3:57 PM

8.33

<sup>\*</sup> PAIN0012-014 05/01/2013

## & UNION

I	Rates	Fringes
PAINTER Bridges\$	22 72	10.56
Brush; Roller\$		10.56
Sandblasting; Steamcleaning;		
Waterblasting (3500 PSI or		
Over)& Hazardous Work\$ Spray\$		10.56 10.56
Stacks; Tanks; & Towers\$		10.56
Structural Steel & Swing Stage\$	24.55	10.56

PAIN0093-001 12/01/2011

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams;		
Tension Towers; &		
Energized Substations	\$ 28.33	14.01
Power Generating Facilities.	\$ 25.18	14.01
PAIN0249-002 05/01/2013		

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller\$ GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical	22.89	8.98
Equipment; & Hot Pipes\$ GROUP 3 - Spray; Sandblast; Steamclean;	22.70	8.98
Lead Abatement\$	23.29	8.98
GROUP 4 - Steeplejack Work\$	23.84	8.98
GROUP 5 - Coal Tar\$ GROUP 6 - Bridge Equipment Tender & or Containment	24.39	8.98
Builder\$ GROUP 7 - Tanks, Stacks &	26.13	8.98
Towers\$ GROUP 8 - Bridge Blaster,	26.53	8.98
Rigger\$	32.50	8.98

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

#### PAINTER

Bridge Equ	ipment Tenders		
and Contain	nment Builders\$	27.93	7.25
Bridges; B	lasters;		
andRiggers	\$	34.60	7.25
Brush and 1	Roller\$	20.93	7.25
Sandblasti	ng; Steam		
Cleaning; N	Waterblasting;		
and Hazardo	ous Work\$	25.82	7.25
Spray	\$	21.40	7.25
Structural	Steel and Swing		
Stage	\$	25.42	7.25
Tanks; Sta	cks; and Towers\$	28.63	7.25

PAIN0438-002 12/01/2012

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams,		
Tension Towers & Energized		
Substations	.\$ 29.33	14.20
Power Generating Facilities	.\$ 26.18	14.20

PAIN0476-001 06/01/2012

COLUMBIANA, MAHONING, and TRUMBULL COUNITES

	I	Rates	Fringes
PAINTER			
GROUP	1\$	23.94	10.21
GROUP	2\$	24.14	10.21
GROUP	3\$	24.15	10.21
GROUP	4\$	24.44	10.21
GROUP	5\$	24.59	10.21
GROUP	6\$	24.84	10.21
GROUP	7\$	25.02	10.21

# PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above

50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

-----

PAIN0555-002 06/01/2012

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	1	Rates	Fringes
PAINTER			
GROUP	1\$	27.79	13.47
GROUP	2\$	29.06	13.47
GROUP	3\$	30.33	13.47
GROUP	4\$	32.81	13.47

#### PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

\_\_\_\_\_

PAIN0603-002 06/01/2012

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

PAINTER	
Bridges; Towers, Poles &	
Stacks; Sandblasting	
Steel; Structural Steel &	
Metalizing\$ 20.71	11.00
Brush & Roller\$ 20.00	11.00
Spray; Tank Interior &	
Exterior\$ 20.53	11.00

Rates

Fringes

3.50 + a + b + c

PAIN0639-001 05/01/2011

Rates Fringes

Sign Painter & Erector.....\$ 20.61

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

- b. Vacation Pay: After 1 year's service 5 days' paid
  vacation; After 2, but less than 10 years' service 10
  days' paid vacation; After 10, but less than 20 years'
  service 15 days' paid vacation; After 20 years' service 20 days' paid vacation
- c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

\_\_\_\_\_

PAIN0788-002 06/01/2011

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

F	Rates	Fringes
PAINTER		
Brush & Roller\$	22.25	10.56
Structural Steel\$	23.85	10.56

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

-----

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes	
PAINTER			
Base Rate	\$ 24.83	10.00	
Bridges, Locks, Dams &			
Tension Towers	\$ 27.83	10.00	

<sup>\*</sup> PAIN0841-001 06/01/2013

MEDINA, PORTAGE (South of and including Ohio Turnpike), and SUMMIT (South of and including Ohio Turnpike) COUNTIES

	1	Rates	Fringes
Painters:			
GROUP	1\$	24.55	11.75
GROUP	2\$	25.20	11.75
GROUP	3\$	25.30	11.75
GROUP	4\$	25.40	11.75
GROUP	5\$	25.80	11.75
GROUP	6\$	39.20	11.75
GROUP	7\$	25.80	11.75

## PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN1020-002 04/01/2013

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

I	Rates	Fringes
PAINTER		
Brush & Roller\$	22.85	11.08
Drywall Finishing & Taping\$	21.75	11.08
Lead Abatement\$	24.60	11.08
Spray, Sandblasting		
Pressure Cleaning, &		
Refinery\$	23.60	11.08
Swing Stage, Chair,		
Spiders, & Cherry Pickers\$	23.60	11.08
Wallcoverings\$	20.45	11.08

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	.\$ 30.00	17.50
PLUM0050-002 07/02/2012		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	\$ 35.50	22.59
PLUM0055-003 05/01/2013		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte.  $\#18\ \&$  Smith Road) & SUMMIT (N. of Rte. #303, including the corporate limits of the city of Hudson)

	Rates	Fringes
PLUMBER	.\$ 34.35	20.07
PLUM0083-001 07/01/2012		

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter	\$ 27.41	27.08
PLUM0094-002 05/01/2013		

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes	
PLUMBER/PIPEFITTER	\$ 32.08	16.04	
PLUM0120-002 05/01/2013			-

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

	Rates	Fringes
PIPEFITTER	\$ 34.79	19.98

\* PLUM0162-002 06/01/2013

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	\$ 27.95	19.57
PLUM0168-002 06/01/2012		

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER	.\$ 32.93	18.28
PLUM0189-002 06/01/2012		

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	\$ 33.38	19.76
PLUM0219-002 06/01/2012		

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of Medina County - All territory south of this line), PORTAGE, and SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter	.\$ 33.27	20.44
PLUM0392-002 06/01/2012		
BROWN, BUTLER, CLERMONT, HAMILTON	N & WARREN	

	Rates	Fringes
PLUMBER/PIPEFITTER	.\$ 29.30	16.59
PLUM0396-001 12/01/2012		

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427), MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	.\$ 30.21	17.30

\* PLUM0495-002 06/01/2013

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	.\$ 37.74	19.36
PLUM0577-002 06/01/2012		

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

Rates Fringes

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	\$ 31.46	19.59
TEAM0377-003 05/01/2012		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	\$ 23.38	13.18
GROUP 2	\$ 23.80	13.18

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

-----

TEAM0436-002 05/01/2012

CUYAHOGA, GEAUGA & LAKE

F	Rates	Fringes
TRUCK DRIVER		
IRUCK DRIVER		
GROUP 1\$	25.20	13.05
GROUP 2\$	25.70	13.05

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

\_\_\_\_\_\_

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_\_

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

## Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

# Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

\_\_\_\_\_

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_\_

END OF GENERAL DECISION