

# CITY OF MASSILLON, OHIO

## **City of Massillon**

### **2023 8th St SW Sanitary Sewer and Waterline Replacement Project**

Bid Opening Date **November 2, 2023**

**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 **November 2, 2023**, 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 **City of Massillon 2023 8th St SW Sanitary Sewer and Waterline Replacement Project** (the "Project"), as more fully described in the Contract Documents prepared by the City of Massillon, Engineering Department ("Design Professional"). Bids may be hand delivered to the City Hall St. mail slot (under the black awning) or mailed to the City of Massillon, Director of Public Safety and Service, 151 Lincoln Way East, Massillon, Ohio 44646. Bids received after this time will not be accepted. Bids will be opened and read 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 Gregory A. McCue, Civil Engineer IV, Municipal Government Center Annex, The City Administration Building, 151 Lincoln Way East, Massillon, Oh, 44646, (330)830-1722.

Bidders may obtain a complete set of the **Contract Documents by contacting AA Blueprint – 2757 Gilchrist Road, Akron, Ohio 44305, (330) 794-8803, [www.aablueprint.com](http://www.aablueprint.com), planroom, upon payment of for each set, plus tax, shipping and handling. The fee is non-refundable.**

Contract Documents may be reviewed without charge at [www.aablueprint.com](http://www.aablueprint.com),

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. Bidders are also requested to provide a copy of his/her company's liability insurance certificate with a minimum coverage of one million dollars (\$1,000,000.00) when bid is submitted.

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.

All steel products must meet the requirements of ODOT CMS 106.09.

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.

This is a prevailing wage project. Bidders must comply with the prevailing wage rates on Public Improvements in Stark County and the City of Massillon, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

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.

Barb Sylvester-Director of Public Safety and Service

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## **INSTRUCTIONS TO BIDDERS**



## INSTRUCTIONS TO BIDDERS

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**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: 330-830-1702  
Fax: 330-830-1764

The Owner's Representative is Barb Sylvester  
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: 330-830-1722  
Fax: 330-830-1786

The Design Professional's Representative is City Engineer, Alex Pitts, P.E..

**D. PROJECT**

1. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for **City of Massillon 2023 8th St SW Sanitary Sewer and Waterline Replacement Project** (the "Project"), all in accordance with the Drawings and Specifications prepared by the Design Professional. The Project will be substantially complete in accordance with **Q. 1. - ITB 10.**

**E. WORK**

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

<u>Bid Package # and Description</u>	<u>Estimated Construction Cost:</u>
<b><u>City of Massillon 2023 8th St SW Sanitary Sewer and Waterline Replacement Project Bid</u></b>	<b><u>\$860,178.25</u></b>

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

**F. ESTIMATE OF COST**

1. The total estimated construction cost for the contract Work for the Project for which bids are being solicited at this time is \$860,178.25

## **G. CONTRACT DOCUMENTS**

1. 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 by contacting AA Blueprint – 2757 Gilchrist Road, Akron, Ohio 44305, (330) 794-8803, [www.aablueprint.com](http://www.aablueprint.com), planroom, upon payment of for each set, plus tax, shipping and handling. The fee is non-refundable.**

Contract Documents may be reviewed without charge at [www.aablueprint.com](http://www.aablueprint.com),

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 Forms furnished with the Contract Documents. Bidders must completely fill out the bid sheets for both intersections and the sum of both bid sheets shall constitute the bidders total bid.
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: one. 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 Package shall be returned in its entirety, 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 Director of Public Safety and Service, City Administration Building, Municipal Government Annex, 151 Lincoln Way East, Massillon, 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 as specified in the Advertisement to 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. Combination Bids. 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. Bid Guaranty: 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. Contract Bond: 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. The Bidder's work history. 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.
  - l. 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. Contractor's Qualification Statement. 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. City of Massillon Business and Professional Questionnaire. 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. Affidavit as to Personal Property Taxes. 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. 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.
11. 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.
12. Award of Contract. 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.
2. 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. Price Material and Labor (B) multiplied by the Unit quantity (A) equals the Total Bid price per item (C).

**N. ADDENDA**

1. 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 NOT be legally binding. All Addenda shall become a part of the Contract Documents.
3. 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 AABlueprint 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**

1. 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 AA Blueprint 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. Date for Substantial Completion. 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**

**November 8, 2023**

**Date for Substantial Completion**

**July 26, 2024**

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 100% Substantial Completion and/or Finally Complete within forty-five (45) days of achieving 100% 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 100% Substantial Completion and/or not Finally Complete by forty-five (45) days of the Date of Final 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. Modification. 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.
2. 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.
  - 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**

1. 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:
  - a. 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.
  - b. 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.
  - c. EQUAL EMPLOYMENT OPPORTUNITY OFFICE, 151 Lincoln Way East, Municipal Government Annex, City Administration Building, Massillon, OH 44646, (330) 830-1763.

## **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**

1. 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.

## **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: Barb Sylvester, 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 **City of Massillon 2023 8th St SW Sanitary Sewer and Waterline Replacement Project** 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 Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.
- 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.
- 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.

**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).

**BID PACKAGE:      BASE BID      –(from Unit Price Specification Form)**

ALL LABOR AND MATERIALS for the sum of \$ \_\_\_\_\_

\_\_\_\_\_  
**(Bid amount stated in words)**



**The CITY OF MASSILLON, OHIO**

THE UNDERSIGNED certifies that \_\_\_\_\_ personally and carefully examined the location of the proposes improvement; also that \_\_\_\_\_ examined the plans and specifications on file in the Office of the Director of Public Safety and Service and having made such examinations, the undersigned hereby proposes to do all the work and furnish all materials to complete the said improvement in accordance with the Plans and Specifications, under the direction and to the satisfaction of the City Engineer and the Director of Public Safety and Service, for the prices following, to wit:

8th Street SW Sanitary Sewer & Waterline Replacement									
BASE BID						SEPARATE UNIT PRICES IN ARABIC NUMBERS			TOTAL PRICES WRITTEN IN ARABIC NUMBERS (C)
STATE ITEM	DESCRIPTION	UNIT	QUANTITY						
100	BOND & INSURANCE	LS	1.00						DOLLARS
201	CLEARING AND GRUBBING	LS	1.00						
202	CURB REMOVED	LF	1058.00						
202	MANHOLE REMOVED	EA	7.00						
202	PAVEMENT REMOVED	SY	500.00						
202	WALK REMOVED	SF	3997.00						
206	CURING COAT	SY	3947.00						
254	PAVEMENT MILLING	SY	3100.00						
255	FULL DEPTH PAVEMENT SAWING	LF	4900.00						
301	ASPHALT CONCRETE BASE, PG64-22, (449)	CY	127.00						
407	TACK COAT	GAL	400.00						
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	CY	130.00						
441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)	CY	36.00						
452	DRIVEWAY APRON	SY	6.00						
608	6" CONCRETE WALK	SF	3588.00						
608	CURB RAMP	SF	1244.00						

BASE BID					SEPARATE UNIT PRICES IN ARABIC NUMBERS			TOTAL PRICES WRITTEN IN ARABIC NUMBERS (C)	
STATE ITEM	DESCRIPTION	UNIT	QUANTITY						
				MATERIAL (A) DOLLARS	LABOR (B) DOLLARS				
609	CURB, TYPE 6	LF	1330.00						
611	6" CONDUIT, TYPE B SDR 35 PVC	LF	24.00						
611	8" CONDUIT, TYPE B SDR 35 PVC	LF	1058.00						
611	SANITARY LATERAL CONNECTION	EA	5.00						
611	MANHOLE, NO. 3	EA	7.00						
611	CUVLERT PIPE REMOVED & REPLACED	LF	50.00						
611	CATCH BASIN REMOVED & REPLACED	EA	2.00						
614	MAINTAINING TRAFFIC	LS	1.00						
623	CONSTRUCTION LAYOUT STAKES & SURVEYING	LS	1.00						
624	MOBILIZATION	LS	1.00						
638	8" DUCTILE IRON CLASS 52	LF	1302.00						
638	8" SOLID SLEEVE	EA	5.00						
638	8" - 45° MJ BEND	EA	21.00						
638	8" - 22.5° MJ BEND	EA	4.00						
638	8" - 11.25° MJ BEND	EA	2.00						
638	8" GATE VALVE	EA	5.00						
638	8" X 8" TEE	EA	3.00						
638	6" DUCTILE IRON CLASS 52	LF	96.00						
638	6" SOLID SLEEVE	EA	5.00						
638	6" - 45° MJ BEND	EA	10.00						

BASE BID					SEPARATE UNIT PRICES IN ARABIC NUMBERS			TOTAL PRICES WRITTEN IN ARABIC NUMBERS (C)		
STATE ITEM	DESCRIPTION	UNIT	QUANTITY							
				MATERIAL (A) DOLLARS	LABOR (B) DOLLARS					
638	6" GATE VALVE	EA	5.00							
638	8" X 6" TEE	EA	5.00							
638	FIRE HYDRANT - TYPE 1	EA	3.00							
638	CUT & CAP EX. WATER MAIN	EA	9.00							
638	REMOVE EX. FIRE HYDRANT	EA	1.00							
638	REMOVE EX. VALVE BOX	EA	2.00							
644	PAVEMENT MARKING	LS	1.00							
653	TOPSOIL FURNISHED & PLACED	CY	10.00							
659	SEEDING AND MULCHING, CLASS 1	SF	84.00							
832	EROSION CONTROL	LS	1.00							
SPEC	BYPASS PUMPING	LS	1.00							
									BASE BID TOTAL	

### **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 proprietor ☐ partnership ☐ corporation ☐ other legal entity

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name	Title
DATE SIGNED: _____	SIGNATURE: _____
	ADDRESS: _____ _____
	TELEPHONE: _____
	FAX: _____
	FEDERAL TAX I.D. # _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Name

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Name

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\_\_\_\_\_  
Address

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 **City of Massillon 2023 8th St SW Sanitary Sewer and Waterline Replacement 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

By: \_\_\_\_\_

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)

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 ("Owner") as obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the Owner for \_\_\_\_\_ related to **City of Massillon 2023 8th St SW Sanitary Sewer and Waterline Replacement Project** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor 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; 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)

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(SURETY)

By: \_\_\_\_\_

Printed 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.**

SUBMITTED TO: City of Massillon, Ohio  
City Administration Building  
Massillon, Ohio 44646

SUBMITTED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

☐ Corporation      ☐ Partnership      ☐ Individual      ☐ Joint Venture      ☐ Other

NAME OF PROJECT: \_\_\_\_\_

### **1. ORGANIZATION**

- 1.1 How many years has your organization been in business as a Contractor? \_\_\_\_\_
- 1.2 How many years has your organization been in business under its present business name? \_\_\_\_\_
  - 1.2.1 Has ownership of this company changed in the past five years? Yes \_\_\_\_ No \_\_\_\_  
If yes, list prior owners \_\_\_\_\_
  - 1.2.2 Under what other or former names has your organization operated? \_\_\_\_\_
- 1.3 If your organization is a corporation, answer the 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 the 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, answer the following:
  - 1.5.1 Date of organization: \_\_\_\_\_
  - 1.5.2 Name of owner: \_\_\_\_\_

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:  
\_\_\_\_\_
- 1.7 Is 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/Stark County? City of Massillon Number = \_\_\_\_\_ Stark County Number = \_\_\_\_\_

## 2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.  
\_\_\_\_\_
- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.  
\_\_\_\_\_

## 3. EXPERIENCE

- 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, had any Claims initiated against it or them, or been involved in or is currently involved in any 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 telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome.  
Note: As used in this document "Claim" means a Claim initiated under the Contract Documents 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? Yes\_\_\_\_\_ No\_\_\_\_\_ 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\_\_\_\_\_ If yes, who was the contract with and when did this occur? \_\_\_\_\_
- 3.2.5 Within the last five years, has your company been cited for violations of unemployment laws? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, explain \_\_\_\_\_

- 3.2.6 Within the last five years, has your company been cited for violations of workers' compensation laws? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, explain \_\_\_\_\_
- 3.2.7 Within the last five years, has your company been cited for violations of federal or state prevailing wage laws? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, explain \_\_\_\_\_
- 3.2.8 Within the last five years, has your company been cited for violations of the Fair Labor Standards Act (FLSA)? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, explain \_\_\_\_\_
- 3.2.9 Within the last five years, has your company been cited for violations of Occupational Safety and Health Administration (OSHA) regulations? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, explain \_\_\_\_\_
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.

- 3.4 Provide below a list construction projects your organization has in progress with an original Contract Sum of more than \$100,000.00, giving the name of project, contract amount, percent complete, scheduled completion date, owner and its telephone number, design professional and its telephone number.

Project And Work	Contract Amount	Percent Complete	Scheduled Completion Date	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

- 3.4.1 State total amount of work in progress and under contract: \_\_\_\_\_
- 3.4.2 In the preceding 12 months, has your company completed all of its public contracts by the original completion date: Yes \_\_\_\_\_ No \_\_\_\_\_  
If not, what was the project and explain? \_\_\_\_\_

- 3.5 Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the Contract Sum is fifty percent (50%) or more of the bid amount for this Project, including add alternates. If there are more than ten (10) of these contracts only provide information on the most recent ten (10) contracts, including current contracts.

<b>Project And Work</b>	<b>Contract Sum</b>	<b>Final Sum</b>	<b>Owner's Representative &amp; Telephone Number</b>	<b>Engineer's Or Architect's Representative Name &amp; Telephone Number</b>

- 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.

<b>Project And Work</b>	<b>Contract Sum</b>	<b>Final Sum</b>	<b>Owner's Representative &amp; Telephone Number</b>	<b>Engineer's Or Architect's Representative Name &amp; Telephone Number</b>

- 3.5.2 State average annual amount of construction work your organization has performed during the last five years. \_\_\_\_\_
- 3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last five (5) years, identify 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 Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "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 List the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last two projects on which the person worked and the name and telephone number of the Design Professional and the Owner.

Name	Title	Education and Training	Years Experience	Years with Company	Project and Contact

- 3.6.1 Have you or any of your employees participated in an apprenticeship program?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, describe the program, including who participated in it, what program they Participated in, and the length of their participation. \_\_\_\_\_

Is your apprenticeship program certified by the State or Department of Labor?  
Yes \_\_\_\_\_ No \_\_\_\_\_

3.7 Please complete the following equipment profile.

Make	Model	Size	Age	Quantity

3.7.1 If you do not have the necessary equipment for this project, how do you intend to obtain it?

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3.8 Has your company ever worked on a project for the City of Massillon before?

Yes\_\_\_\_ No \_\_\_\_

If yes, what was the project and when was it performed? \_\_\_\_\_

#### 4. REFERENCES

4.1 Trade References:

List the names of material suppliers and subcontractors used currently or recently on projects most similar to the one being bid (List 4 of each)

Supplier	Address	Contact Person	Phone Number
Subcontractor	Address	Contact Person	Phone Number

4.2 Bank References:

4.3 Surety:\_\_\_\_\_

4.3.1 Name of bonding company:\_\_\_\_\_

4.3.2 Name and address of agent:\_\_\_\_\_

5. 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-subsiidiary).

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: \_\_\_\_\_

By: \_\_\_\_\_[PRINT NAME]

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

CITY OF MASSILLON - CONTRACTOR'S QUALIFICATION STATEMENT

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CQS-7



BUSINESS AND PROFESSIONAL QUESTIONNAIRE  
CITY OF MASSILLON  
INCOME TAX DEPARTMENT  
ONE JAMES DUNCAN PLAZA  
PO BOX 910  
MASSILLON, OHIO 44648-0910  
Phone (330) 830-1709  
Fax (330) 830-2687

Please complete this questionnaire and return it to the Income Tax Department or mail to PO 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 \_\_\_\_\_

City of Massillon Location Address (if applicable) \_\_\_\_\_

\*2. Federal Employer ID or Social Security No: \_\_\_\_\_

3. Nature of business conducted: \_\_\_\_\_

4. Accounting method (check one): ☐ Calendar Year ending December 31. ☐ Fiscal Year ending \_\_\_\_\_

5. Do you now employ one or more persons? \_\_\_\_\_ If yes, how many? \_\_\_\_\_ If no, do you expect to have employees in the future? \_\_\_\_\_ If yes, how many? \_\_\_\_\_

6. Date that your business began operating within the City of Massillon \_\_\_\_\_ or started withholding \_\_\_\_\_

7. Type of ownership: Proprietorship ☐ S Corp ☐ C Corp ☐ Partnership ☐ Non-Profit Corp ☐ Other ☐ Specify \_\_\_\_\_

8. If the business is located outside of the City of Massillon, are you withholding income taxes as a courtesy for your employees? ☐ Yes ☐ No Date withholding started \_\_\_\_\_

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. Check here ☐ if the business authorizes the City of Massillon Income Tax Department to contact directly the party in charge of the business's tax accounting.

11. Party in charge of tax accounting \_\_\_\_\_ Contact phone number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

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. Name of payroll service \_\_\_\_\_

Signature of individual completing form \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

\*The Municipality's Building & Engineering Departments shall not issue any license or permit to any person, firm, partnership, association, corporation or other entity that does not possess a valid Certificate of Tax Registration in accordance with ORD 181.23.

\*\*\* IF YOU ARE A CONTRACTOR - PLEASE COMPLETE THE SUBCONTRACTOR FORM BELOW \*\*\*

Codified Ordinances of the City of Massillon, Ohio, Section 181.23 REGISTRATION OF CONTRACTORS

(A) No person, firm, partnership, association, corporation or other entity shall perform any construction work within 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 this Chapter.

(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 Municipality's 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 possess a valid Certificate of Tax Registration.

(E) Failure to possess 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 this Chapter.

(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.

(Ord.159-2015. Passed 11-16-15)

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

1. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

2. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

3. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

4. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

5. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

6. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

7. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

If more than seven sub-contractors are to be used, please attach additional sheet(s). Please notify the Income Tax Department of any additional or substituted sub-contractors that may be used.

I certify that I have read the section of the ordinance that pertains to the REGISTRATION OF CONTRACTORS and will lawfully comply with the ordinance of the City of Massillon. I also certify that I have disclosed all sub-contractors that will be used during construction.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_

**CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT**  
(O.R.C. § 5719.042)

State of \_\_\_\_\_,  
County of \_\_\_\_\_, ss:

\_\_\_\_\_, Affiant, being first duly sworn, deposes and says:

1. I am the \_\_\_\_\_ of \_\_\_\_\_.  
[title] [contractor]
2. The Contractor's offices are located at \_\_\_\_\_  
\_\_\_\_\_.
3. I am the Contractor's duly authorized representative for making this affidavit.
4. Effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Contractor:

( ) is charged with delinquent personal property taxes on the general list of personal property as set forth below:

	<u>County</u>	<u>Amount</u> (include total amount, with penalties and interest thereon)
_____ County		\$ _____
_____ County		\$ _____
_____ County		\$ _____
_____ County		\$ _____

( ) is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires

\_\_\_\_\_, 20\_\_\_\_

## **CONTRACT**

## OWNER-CONTRACTOR AGREEMENT

OWNER:	<u>CITY OF MASSILLON, OHIO</u>	CONTRACT:	
ADDRESS:	<u>151 LINCOLN WAY EAST, CITY</u> <u>ADMINISTRATION BUILDING</u>	ALTERNATES:	
TELEPHONE:	<u>330-830-1700</u>	CONTRACTOR:	
FAX:	<u>330-830-1764</u>	ADDRESS:	
CONTACT:	<u>BARB SYLVESTER, DIRECTOR OF PUBLIC</u> <u>SAFETY AND SERVICE</u>	TELEPHONE:	
		FAX:	
PROJECT:	<u>City of Massillon 2023 8th St SW</u> <u>Sanitary Sewer and Waterline</u> <u>Replacement Project</u>	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. CONTRACT DOCUMENTS. 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. Project Labor Agreement;
  - K. Statement of Claim Form; and
  - L. 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
  - M. X 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.
  - N. \_\_\_\_\_ 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*.

**Note:** 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).

Note: 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. DESIGN PROFESSIONAL RELATIONSHIP. 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: City of Massillon

151 Lincoln Way East, City

Address: Administration Building  
Massillon, Ohio 44646

Phone: 330-830-1722

Fax: 330-830-1786

The Design Professional's Representative is Alex Pitts, P.E., City Engineer

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

3.1 DATE FOR COMMENCEMENT. 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 DATE FOR SUBSTANTIAL COMPLETION. The Contractor shall have its Work on the Project 100% Substantially Complete by the following date or within the following Contract Time (in calendar days) July 26, 2024. The Date for Substantial Completion is the foregoing date or date calculated using the Contract Time. The Date for 100% 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.

\_\_\_\_\_

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 CONSTRUCTION SCHEDULE. The Construction Schedule shall be developed by the Coordinating Contractor as provided in the Contract Documents.

3.4 COORDINATING CONTRACTOR. 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 LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project Substantially Complete by its Date for Substantial Completion or Finally Complete within forty-five (45) 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**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$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**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$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 forty-five (45) 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.

CITY OF MASSILLON - OWNER-CONTRACTOR AGREEMENT

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OCA-3

4. **CONTRACT SUM (also called Contract Price).** The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is \_\_\_\_\_ (\$\_\_\_\_\_). The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

Base Bid Amount:        \$ \_\_\_\_\_

List Alternates, if any:

Alternate No.	Description	Amount
---------------	-------------	--------

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.

6. **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 **MODIFICATION.** 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 **ASSIGNMENT.** 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 **LAW AND JURISDICTION.** 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 **CONSTRUCTION.** 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 **APPROVALS.** 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 PARTIAL INVALIDITY. 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 COMPLIANCE WITH LAWS AND REGULATIONS. 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 PREVAILING WAGE RATES. 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 ETHICS. 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 JOB MEETINGS. 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 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

7.10 PARTNERING. Contractor agrees that it will participate, as part of the Contract Sum, in any partnering sessions scheduled by Owner.

7.11 ENTIRE AGREEMENT. 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: \_\_\_\_\_

By: \_\_\_\_\_

Name: **Barb Sylvester**

Name: \_\_\_\_\_

Title: **Director of Public Safety and Service**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: **David Maley, Secretary of the Board of  
Control**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: **Justin Richard**, Law Director

Date: \_\_\_\_\_

---

## **CERTIFICATE**

**(Section 5705.41, R.C.)**

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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

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



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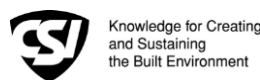
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American Society of Civil Engineers  
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their 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).

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 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 or Owner-Contractor Agreement* -- The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

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

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

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

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

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

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

9. *Change Order*--A document recommended by Engineer which is signed by Contractor, and Owner and

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

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

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

12. *Contract Documents*--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**

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### **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

2. 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 elsewhere in these Modified General Conditions:

1. 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

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### 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. Contractor shall furnish a Contract Bond in the amount of the 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, non-owned, 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 \$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 products and 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 products and completed operations insurance, ~~and any insurance coverage written on a claims-made basis~~, remain in effect for at least two years after final payment.

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. The 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 Contractors.

.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**

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### **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**

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### **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**

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### **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**

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### **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**

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### **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, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A 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>	<u>Number of Workdays Lost Due To Weather</u>
<u>January</u>	<u>8</u>
<u>February</u>	<u>8</u>

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

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### **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**

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### **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. 5.~~ 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**

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### **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.

Such termination shall be effective as of the date stated in 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.

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## **ARTICLE 16 - DISPUTE RESOLUTION**

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### **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.*

## 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.**

1. Contractor's Name: \_\_\_\_\_
2. Name, title, and telephone and fax numbers of Contractor's representative to contact regarding the Payment Application and required documentation:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Telephone No.: (\_\_\_\_) \_\_\_\_\_ FAX No.: (\_\_\_\_) \_\_\_\_\_
3. Payment Application Number and Date:  
No. \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_
4. The following is a list of required documentation that must accompany its Payment Application. The Contractor certifies that it has submitted the documentation listed below with its Payment Application. If the Contractor cannot do so, the Contractor should explain why in Paragraph 5. Such explanations shall not excuse the Contractor from the requirements for submitting this documentation.
  - \_\_\_\_\_ .1 Three (3) copies of a properly completed and executed Application for Payment with a properly completed and executed Schedule of Values attached to each;
  - \_\_\_\_\_ .2 Properly Completed Contractor's Affidavit with List of Subcontractors and Suppliers and Any Amounts Withheld;
  - \_\_\_\_\_ .3 Contractor's Waiver and Release Agreement (beginning with the second Application for Payment);
  - \_\_\_\_\_ .4 For each of its Subcontractors and Suppliers, a Subcontractor's – Supplier's Waiver and Release Agreement (beginning with the second Application for 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;

- \_\_\_\_\_ Evidence that the Design Professional has visited the Contractor's place of storage and found that all the materials and equipment set forth in the payment request and represented to be stored off-site are stored at the place of storage (any costs incurred by the Design Professional to inspect material and equipment in off-site storage shall be paid by the Contractor); and
- \_\_\_\_\_ Itemization of the materials and equipment and their cost, which were approved on previous Pay Applications and which remain in off-site storage.
- \_\_\_\_\_ .7 Other documentation or information required by the Contract Documents or by the Design Professional or Owner.

5. Reason why required documentation is not submitted:

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NOTE: The failure to submit required documentation, regardless of the reason, may result in non-payment, partial payment, and/or late payment.

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Signature

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Printed Name

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Date

#### DESIGN PROFESSIONAL'S REVIEW

- \_\_\_\_\_ Checklist and documentation complete.
- \_\_\_\_\_ Checklist and documentation incomplete.

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Signature

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Printed Name

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Date

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

PROJECT: City of Massillon 2023 8th St SW Sanitary  
Sewer and Waterline Replacement Project

CONTRACTOR:

STATE OF \_\_\_\_\_ :  
\_\_\_\_\_ : SS,  
COUNTY OF \_\_\_\_\_ :

The undersigned after first being sworn swears that a) all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment, b) the Contractor has submitted Subcontractor(s) – Supplier(s) Waiver and Release Agreements for each of its Subcontractors and Suppliers using the form set forth in the Project Manual or as requested by the Design Professional, c) set forth below is a complete list of its Subcontractors and Suppliers, and d) set forth below is a complete description of all amounts withheld from any Subcontractor or Supplier and the reason why. Attach additional sheets if necessary.

Typed or Printed Name of Subcontractor or Supplier	Address of Subcontractor or Supplier	Telephone Number of Subcontractor or Supplier

WITHHOLDINGS FROM SUBCONTRACTORS AND/OR SUPPLIERS:

Typed or Printed Name of Subcontractor or Supplier	Amount Withheld	Reason for Withholding

CONTRACTOR: [insert name]

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Signature of authorized representative)

NOTARY PUBLIC

Subscribed and sworn to before me on this date by \_\_\_\_\_ on behalf of  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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

Project: **City of Massillon 2023 8th St SW Sanitary Sewer and Waterline Replacement 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 waiver 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. 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.

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.

<hr/> <div>Company Name</div> <hr/> <div>Authorized Signature (Company Officer)</div> <hr/> <div>Title</div> <hr/> <div>Date</div>	<div>State of: _____ County of _____</div> <div>Subscribed and sworn to before me this _____</div> <div>day of _____</div> <div>Notary Public: _____</div> <div>My Commission Expires: _____</div>
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**SUBCONTRACTOR'S – SUPPLIER'S  
WAIVER & RELEASE AGREEMENT  
("AGREEMENT")**

Project: **City of Massillon 2023 8th St SW Sanitary Sewer and Waterline  
Replacement 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 waiver 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.

<hr/> <div>Company Name</div> <hr/> <div>Authorized Signature (Company Officer)</div> <hr/> <div>President Title</div> <hr/> <div>Date</div>	<div>State of: _____ County of _____</div> <div>Subscribed and sworn to before me this _____</div> <div>day of _____</div> <div>Notary Public: _____</div> <div>My Commission Expires: _____</div>
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## 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:

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5. Contract Documents. If the claim is based upon any part or provision in the Contract Documents, including but not limited to pages in the Drawings and/or paragraphs in the Specifications, Owner-Contractor Agreement, General Conditions or Supplementary General Conditions, state upon which parts or provisions the claim is based:

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6. Delay claims:

6.1 Date delay commenced: \_\_\_\_\_

6.2 Duration or expected duration of the delay, if known: \_\_\_\_\_

6.3 Apparent cause of the delay and part of critical path affected:

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6.4 Expected impact of the delay and recommendations for minimizing such impact:

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7. Additional compensation. Set forth in detail all additional compensation to which the Contractor believes it is entitled with respect to this claim:

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8. Instructions for Completing the Statement of Claim Form ("Instructions"). The Instructions are incorporated in this Form.

9. Truth of Claim. 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 State of Claim 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.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CONTRACTOR'S ACKNOWLEDGMENT

State of \_\_\_\_\_,

County of \_\_\_\_\_, ss:

\_\_\_\_\_ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

\_\_\_\_\_

Sworn to before 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.
7. 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

**CITY OF MASSILLON 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 if 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 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 643 TRAFFIC PAINT/ 644 THERMOPLASTIC**

The equivalent solid line quantities are provided on the bid specification form calculated by the Engineer for the convenience of the Contractor to estimate the approximate quantity of pavement marking materials needed.



## **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 Massillon Casting Set 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 Rehabilitation and Massillon Catch Basin Rehabilitation.

### **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 – NEW Catch Basin MASS 7505/7031/V-5630**

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 solid precast catch basin in accordance with the plans including excavation, backfill, masonry, pipe, concrete collar, furnishing and placing of the new casting, and restoration of the curb/gutter, lawn and street surface in accordance with Massillon Catch Basin 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 Rehab MASS V-5630/7505/7031/7701**

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 new casting and grate 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 new casting to the proper grade, and restoration of the gutter, lawn 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 MASS 1048**

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 lawn and 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 unless otherwise approved in writing by the Engineer.

#### **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.

#### **Section 14 - Castings**

Sanitary sewer castings shall have gasket seal lids. The new castings will be of the following or other approved equal castings by the Engineer in writing, or designated by the plans:

<u>East Jordon</u>		
Sanitary Manhole Casting	MASS1048- High	MASS1046-Short
Drainage Manhole Casting	MASS1048- High	MASS1046-Short
Manhole Cover-Massillon Logo Sanitary	MASS 1040AGS-solid	
Manhole Cover- Massillon Logo Storm	MASS 1040A-solid	
Catch basin Type	"B" Single	V-5630
Catch basin Type	"A" Single	7505
Catch basin Type	"A" Double	7031
Catch basin Type	"A" Triple	7032
Catch basin Type	"A" Grate	M2
Catch basin Type	"A" Back	T4
Catch basin Type	"A" Back Driveway	T3
Catch Basin Type	Special	MASS 5622

## **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, lawn 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 than 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.

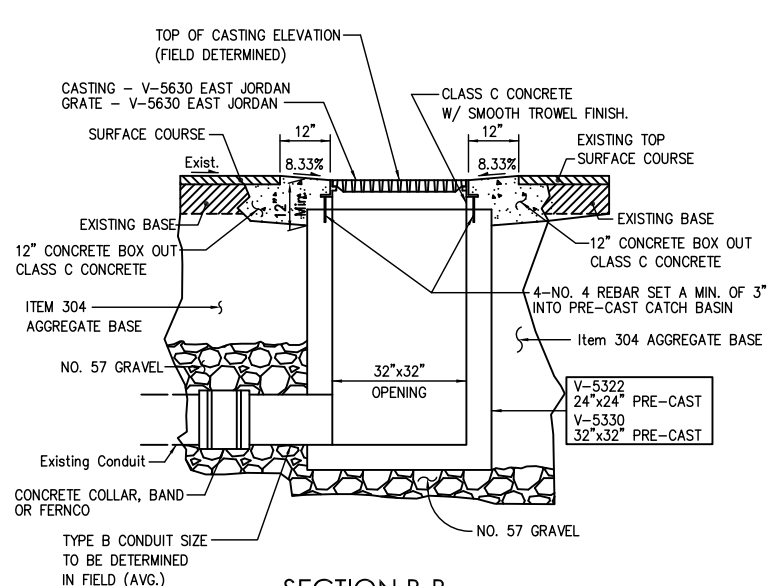
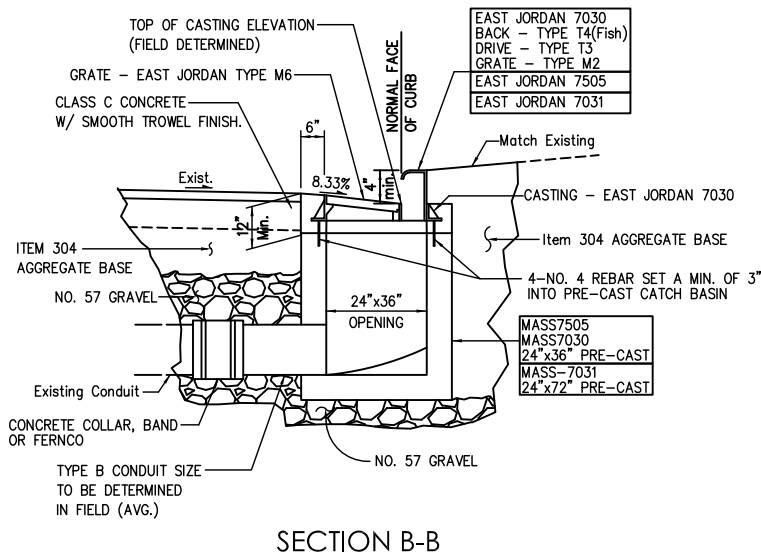
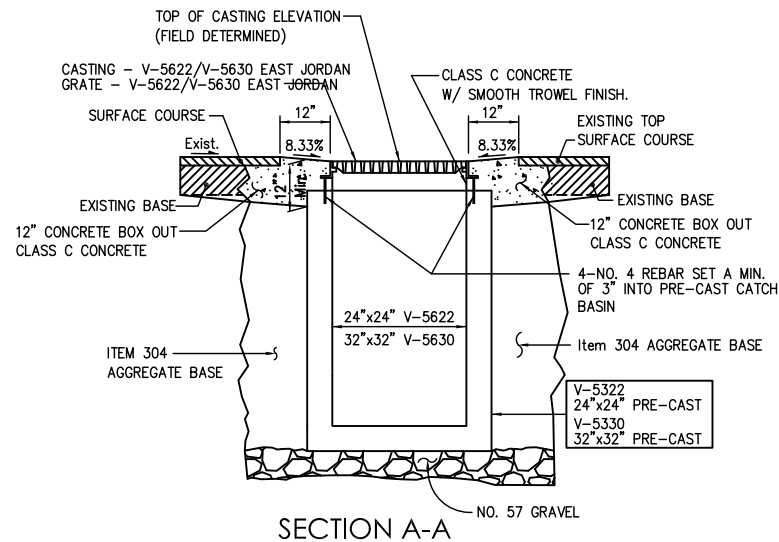
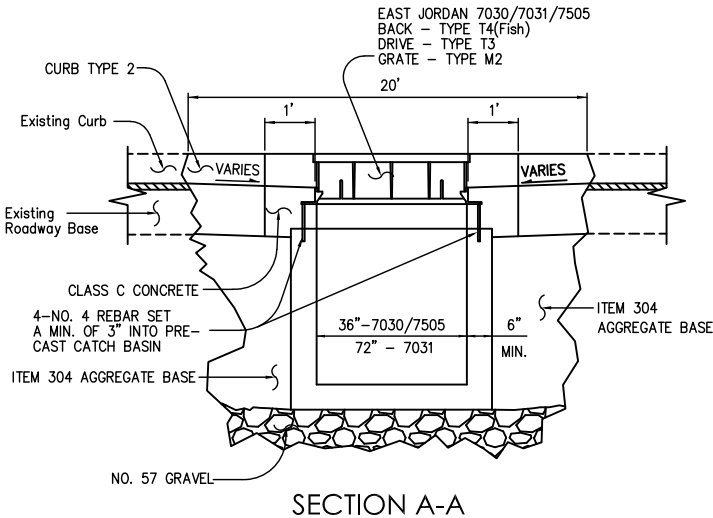
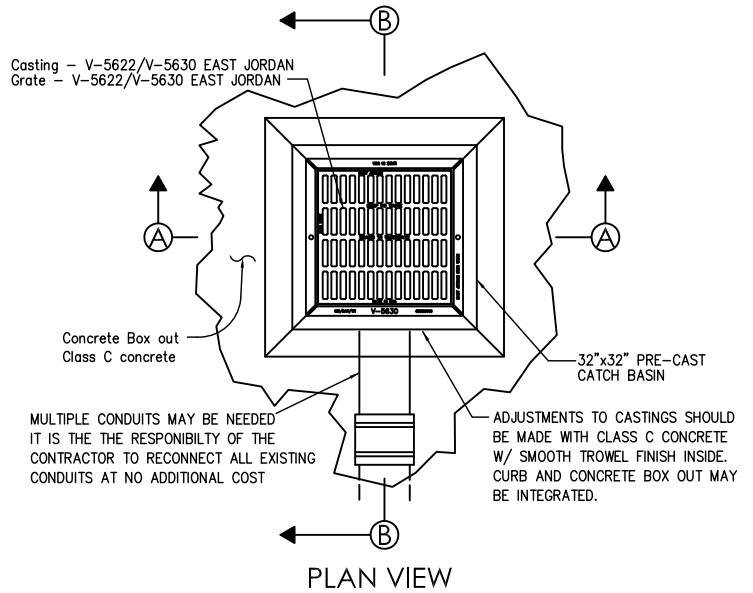
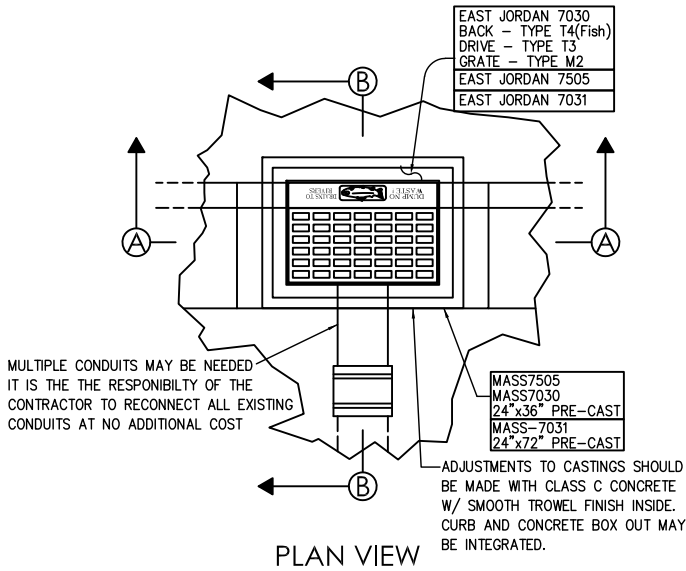
A 1/2" Item 705.03 expansion joint filler shall be provided around the edge of ramps built in existing concrete walk. Lines shown on this drawing indicate the ramp edge and slope changes and are not necessarily joint lines.

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)



**NOTE:**

ALL MATERIAL AND LABOR TO PERFORM THE PROPER INSTALLATION OF TYPE ITEM 611 MASSCATCHBASIN SHALL BE INCLUDED IN THE UNIT PRICE BID. THIS INCLUDES BUT NOT LIMITED TO THE REMOVAL OF EXISTING STRUCTURES, CONDUIT, ROADWAY, CURB, INSTALLATION OF 57 GRAVEL, ITEM 304 AGGREGATE BASE, JOINT SEALER CONDUIT PIPE, FERNCO, CLASS C CONCRETE, CONCRETE COLLAR, AND CURBING.

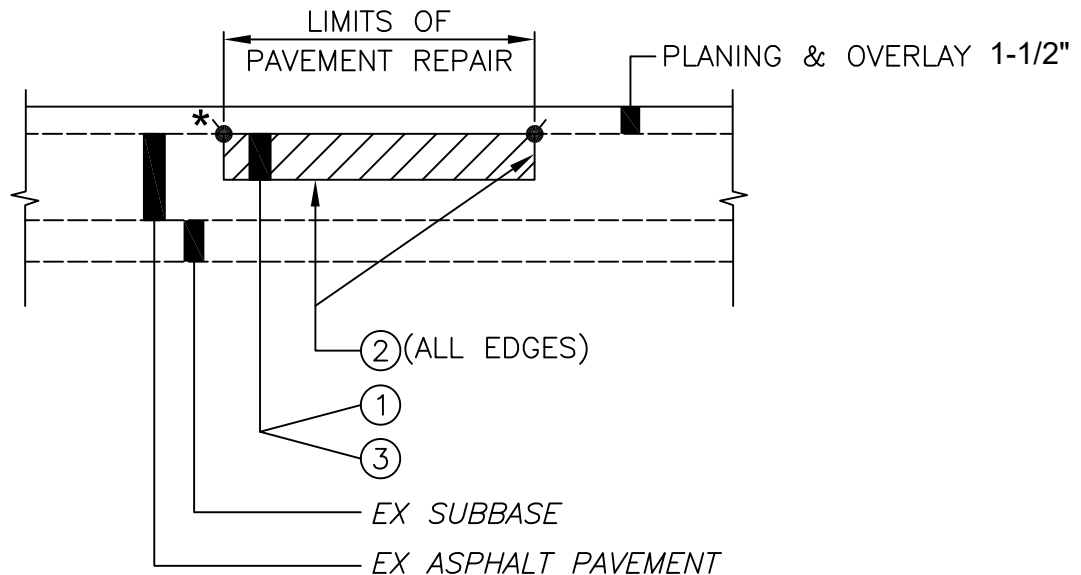
EAST JORDON, NEENAH, OR APPROVED EQUAL CASTINGS

CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL CONDUIT LOCATIONS, SIZES, AND DEPTHS.



**ITEM 251SPEC  
PARTIAL DEPTH  
PAVEMENT REPAIR**

**OVERLAYED AND NON OVERLAYED  
PAVEMENTS**



- ① ITEM 254 – 3" PAVEMENT PLANING
- ② ITEM 407 – TACK COAT (ALL EXPOSED SURFACES)
- ③ ITEM 301 – 3" ASPHALT CONCRETE BASE

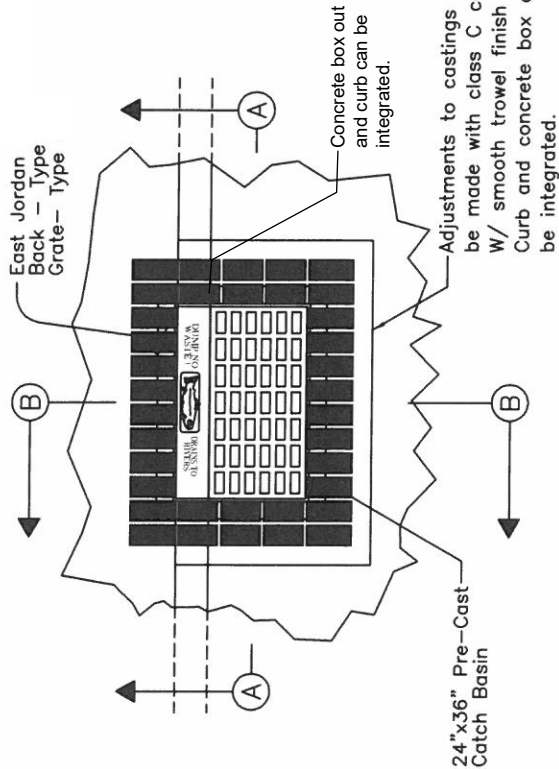
THE UNIT PRICE BID FOR ITEM 251 PARTIAL DEPTH REPAIR INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO COMPLETE THIS ITEM PER THE SPECIFICATION, ITEMS ① THRU ③ AND AS SHOWN ON THIS DETAIL.

- \* INCLUDE ITEM 448 - 1-1/2" SURFACE COURSE ON NON OVERLAYED PAVEMENTS.
- INCLUDE ITEM 705 - JOINT SEAL TOP EDGES ON NON OVERLAYED PAVEMENTS.

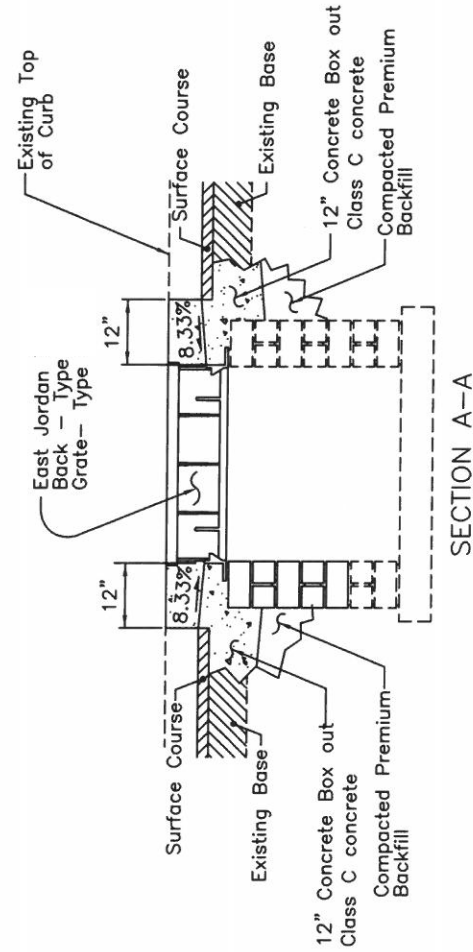
NOTES

1. ALL REQUIREMENTS OF ODOT ITEM 251 SHALL APPLY TO THIS WORK, INCLUDING MODIFICATIONS SHOWN IN THE DETAIL.
2. ALL LOCATIONS TO BE REPAIRED SHALL BE DESIGNATED AT THE DIRECTION OF THE ENGINEER. NOT ALL DETERIORATED AREAS WILL BE MARKED FOR REPAIR.
3. THE DEPTH OF REPAIR SHALL ALWAYS BE  $4\frac{1}{2}$ " BELOW BOTTOM OF FINISH GRADE UNLESS OTHERWISE DIRECTED BY ENGINEER.
4. THE CONTRACTOR SHALL HAVE THE FOLLOWING MILLING WIDTH AVAILABLE TO THE ENGINEER: 24", 36", AND 48".
5. THE ENGINEER SHALL NOT MARK THE AREAS SMALLER THAN SHOWN BELOW FOR REPAIR:
  - \* 24" WIDE: 12' MINIMUM LENGTH
  - \* 36" WIDE: 8' MINIMUM LENGTH
  - \* 48" WIDE: 6' MINIMUM LENGTH

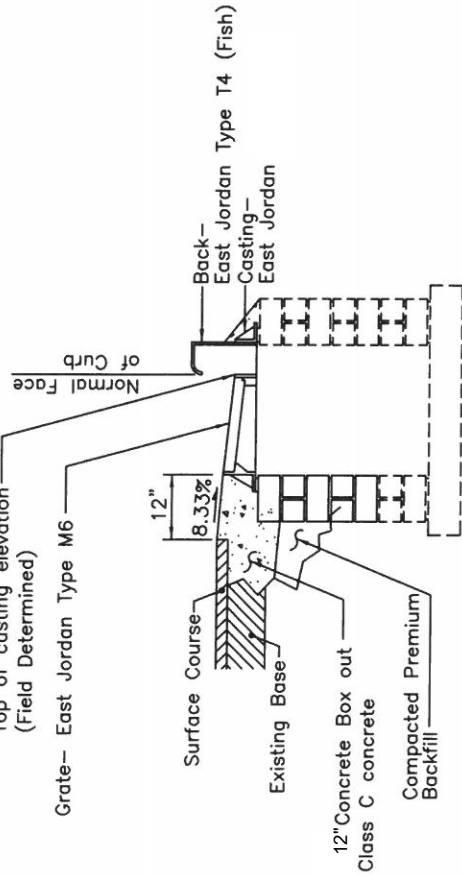
Frame and grate must be inspected for abnormalities. If determined to be in good condition, may be cleaned and reused.



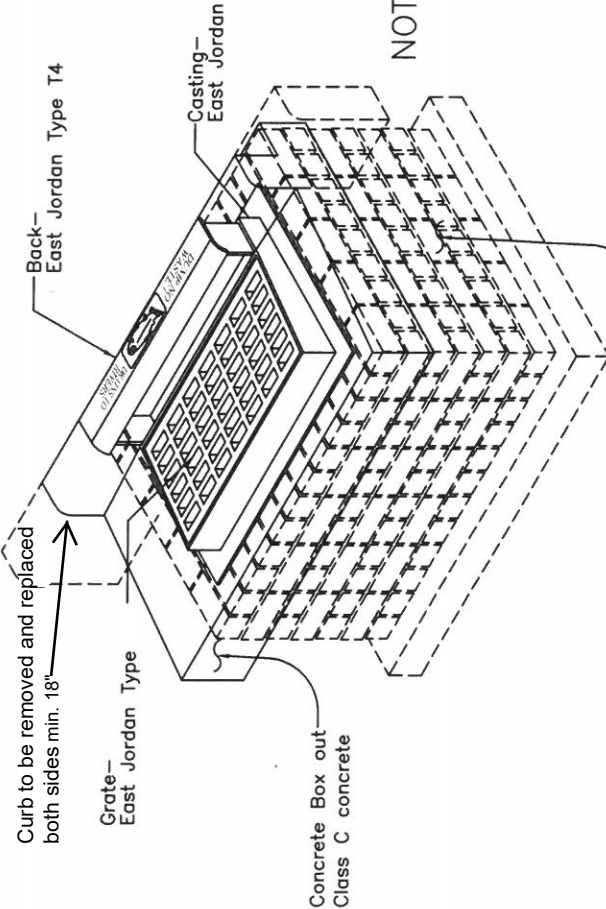
PLAN VIEW



SECTION A-A



SECTION B-B



NOTE:

WORK SHALL INCLUDED ALL REMOVAL AND DISPOSAL OF EXISTING. WORK SHALL INCLUDED ALL ITEMS INCIDENTAL TO THE CONSTRUCTION OF THE COMPLETED MANHOLE OR CATCH BASIN, INCLUDING EXCAVATION, BACKFILL, MASONRY, CONCRETE, FURNISHING AND PLACING OF THE CASTING, GRADE RINGS, RESTORATION, AND JOINT SEALING AND CURB. ALL MATERIALS, LABOR, AND REMOVAL TO PERFORM PROPER INSTALLATION AND REHABILITATION OF CATCH BASIN SHALL BE INCLUDED IN UNIT PRICE BID : ITEM 604SPEC CATCH BASIN REHAB. TYPE - EACH

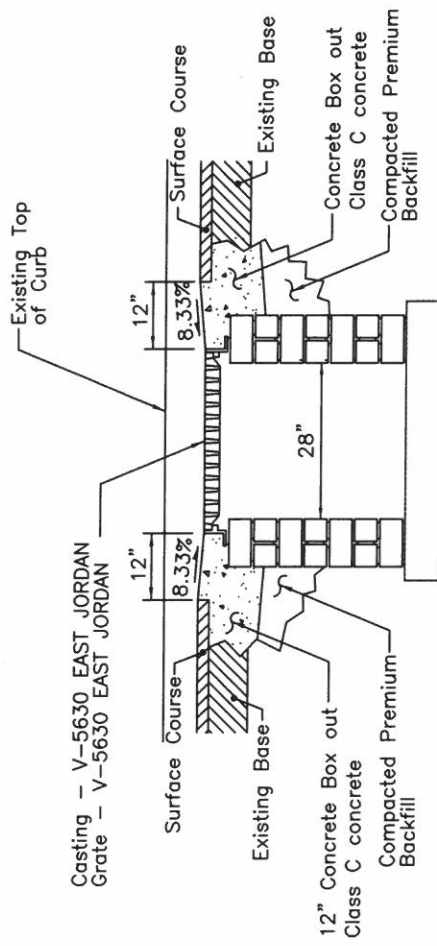
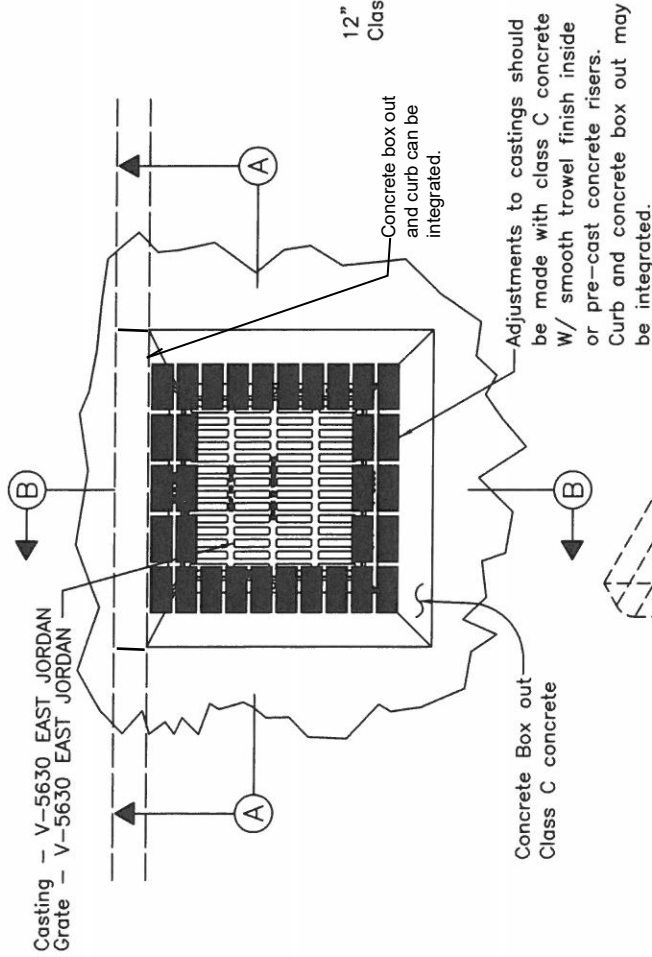
Point and mortar existing brick as directed  
Removal and replacement of loose brick or deteriorated concrete per city engineer.  
Replace with new brick or precast concrete riser.

604SPEC MASS CATCH BASIN REHAB. TYPE MASS7030/31

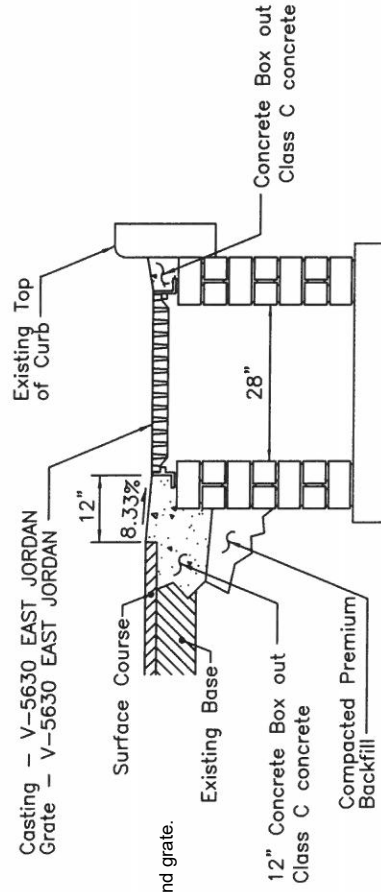
MASS 7505, MASS 7701

Frame and grate must be inspected for abnormalities.  
If determined to be in good condition, may be cleaned and reused.

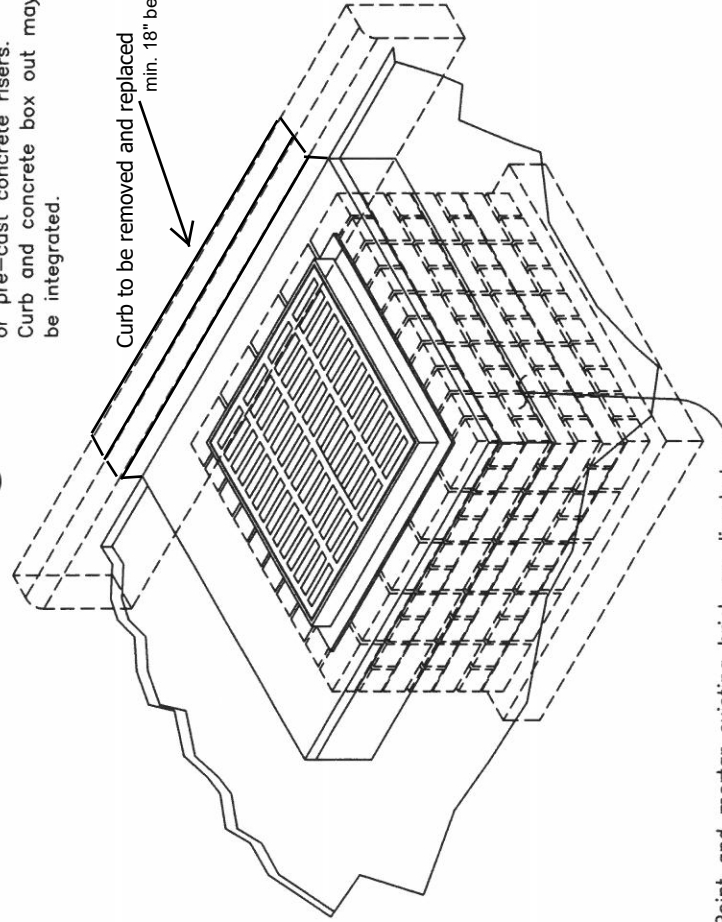
If re-using 32"x32" grate, in lieu of concrete box out, use 3" of 448 asphalt compacted over compacted premium fill.



SECTION A-A



SECTION B-B



NOTE:

WORK SHALL INCLUDED ALL REMOVAL AND DISPOSAL OF EXISTING.  
WORK SHALL INCLUDED ALL ITEMS INCIDENTAL TO THE CONSTRUCTION  
OF THE COMPLETED MANHOLE OR CATCH BASIN, INCLUDING EXCAVATION,  
BACKFILL, MASONRY, CONCRETE, FURNISHING AND PLACING OF THE CASTING,  
GRADE RINGS, RESTORATION, AND JOINT SEALING, AND CURB.  
EXISTING CASTINGS AND/OR LIDS SHALL BE RETURNED TO THE CITY.  
ALL MATERIALS, LABOR, AND REMOVAL TO PERFORM PROPER INSTALLATION  
AND REHABILITATION OF CATCH BASIN SHALL BE INCLUDED IN UNIT PRICE  
BID : ITEM 604SPEC CATCH BASIN REHAB. TYPE MASS V-5630

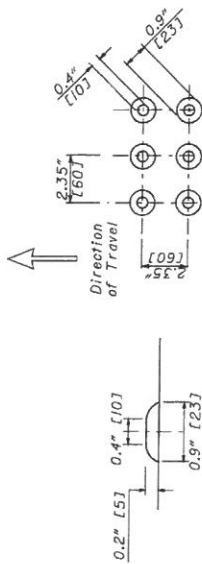
604SPEC CATCH BASIN REHAB. TYPE MASSV-5630

## NOTES

**GENERAL:** This drawing depicts the application of truncated domes on existing concrete curb ramps where the existing ramps are otherwise ADAAG compliant, and has sound concrete. For the installation of truncated domes with new curb ramps, see SCD BP-7-J.

**DETECTABLE WARNINGS:** Truncated domes are the only acceptable method for providing detectable warnings. Domes pattern and alignment should be as shown in TRUNCATED DOME DETAILS.

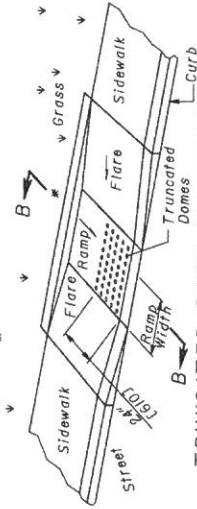
**PLACEMENT:** Truncated domes are to be installed at any location where pedestrians might cross paths with vehicular traffic lanes, such as the base of curb ramps or at blended curbs. A 24" (610) strip of domes is to be installed for the full width of the ramp. Typical placement locations for standard curb ramp types are shown below.



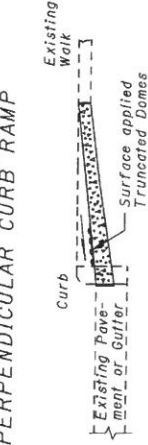
## HEIGHT AND DIAMETER

SQUARE PATTERN,  
PARALLEL ALIGNMENT

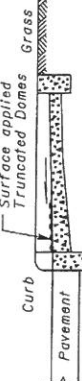
### TRUNCATED DOMES DETAILS



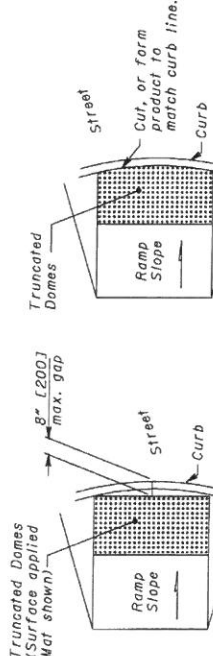
TRUNCATED DOME PLACEMENT  
ON PARALLEL CURB RAMP



TRUNCATED DOME PLACEMENT  
ON PERPENDICULAR CURB RAMP



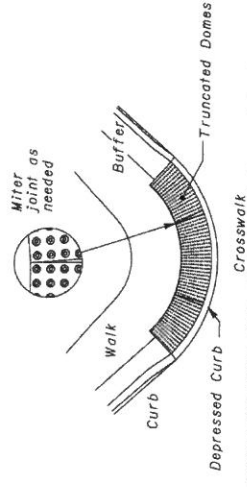
## SECTION B-B



## PREFERRED METHOD

**Use Preferred Method for aligning truncated domes unless** curb curvature would produce gap more than 8" (200) from front of curb to the domes, if gap will be greater than 8" (200) miller truncated dome product to match the back of the curb as shown in the Alternate Method. NOTE: Some approved Truncated Domes products are easier to miller than others.

## ALTERNATE METHOD



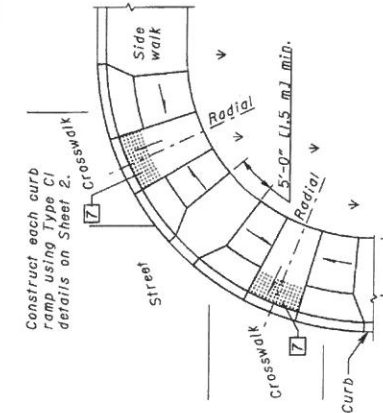
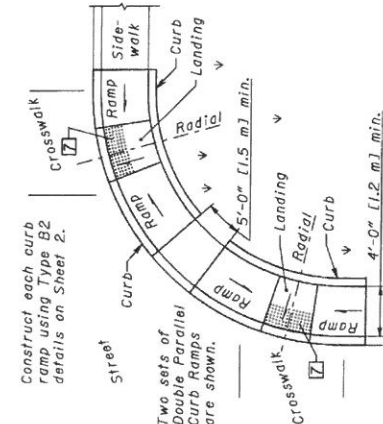
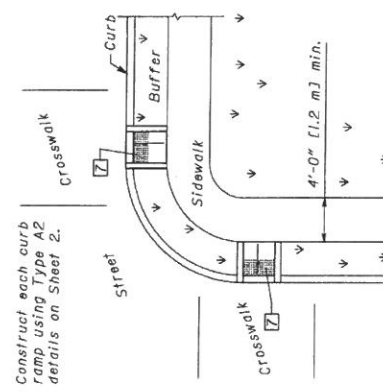
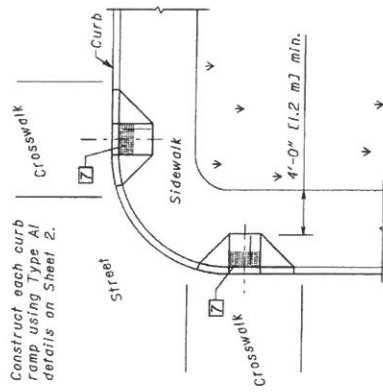
*Crosswalk*  
Install 24" 16103 strip of truncated domes at border of a depressed corner to identify the transition between the sidewalk and the street. NOTE: Some products are difficult to miter, and may need extensive mitering to maintain proper dome alignment. Some products are difficult to miter, other products should be installed in these situations. Cast Iron products are available in a few standard radiuses.

*DOMÉ ALIGNMENT*

*Orient In-line domes alignment  
with primary direction of travel.*


DOMES ALIGNMENT ON RADIUS CURB

## TREATMENT AT BLENDED CURBS



Use curb ramps with flared sides at locations with wide sidewalks.

Use curb ramps with returned curbs where buffer is wide enough to accommodate ramp slope.



Place on streets having wide turning radius and where sidewalks are present.

4'-0" [1.2 m] min.

PERPENDICULAR CURB RAMPS

PARALLEL CURB RAMPS

## COMBINATION CURB RAMPS

# PREFERRED CONSTRUCTION PLACEMENT

## CURB RAMP NOTES

**GENERAL:** This drawing shows curb ramp types details and placement examples for new curb ramp construction, including the installation of truncated domes. To retrofit existing curb-ramps with truncated domes see SDP RP-7.2

Curb ramp types are shown on Sheet 2 and include Perpendicular, Parallel, and Combined types as specified to be constructed in the locations shown on the project plans. The contractor may adjust the placement of curb ramps if existing field conditions warrant, according to CONSTRUCTION PLACEMENT details (this sheet), and with the approval of the Engineer.

**DETECTABLE WARNINGS:** Install Truncated Domes on each curb ramp with approved materials, as shown on Sheet 3. Install these proprietary products as per manufacturer's written instructions.

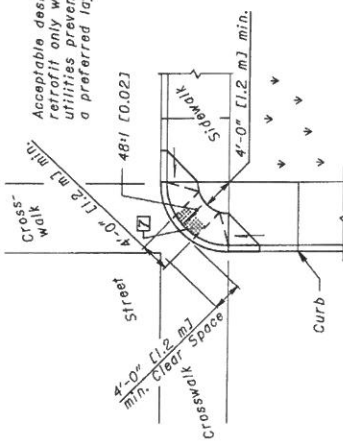
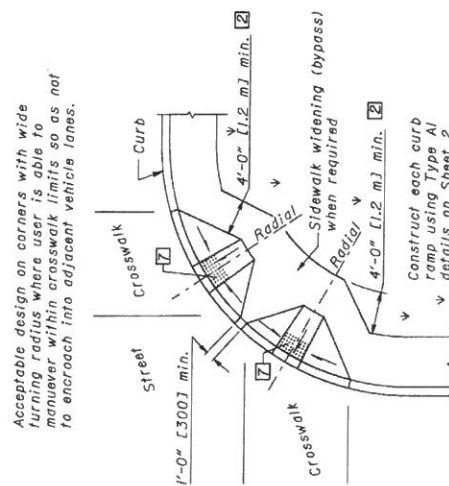
**DRAINAGE:** Contractor is to ensure the base of each constructed curb ramp allows for proper drainage, without exceeding allowable cross slope or ramp slopes. Vertical change in level exceeding  $\frac{1}{8}"$  [31 between the 1) pavement and gutter, and 2) gutter and ramp, are not allowed.

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

**JOINTS:** Provide expansion joints in the curb ramp as extensions of walk joints and consistent with Item 608.03 requirements for a new concrete walk. Provide a 1/2" (13) from 705.03 expansion joint filler around the edge of ramps built in existing concrete walks. Lines shown on this drawing indicate the ramp edges and slope changes, and do not necessarily indicate joint lines.

**PAYMENT:** Measure Walk and Curb, Items 608 and 609, through the curb ramp area paid for under their respective Items. Removal of existing curb, walk for existing curb ramps) are paid under Item 202.

New curb ramps constructed in curb and walks are paid for under Item 608 - Curb Ramp, Type (A), A2, B2, C1, or C2. Each and includes the cost of any additional materials and installation (including truncated domes), grading, forming and finishing. Curb ramps constructed in existing curb and walk are paid under Item 608 - Curb Ramp, Type (A), A2, B1, B2, C1, C2, or D) Square Foot (Meter), includes the cost of furnishing and installing all materials, (including truncated domes), grading, forming, and finishing of the curb and walk of the curb ramp.



Use this design only for existing walks, and when site constraints prohibit other designs. The diagonal Type D ramp may be constructed as either a Perpendicular, Parallel or Combination curb ramp type. Avoid using where curb radii are less than 20'-0" (6.0 m). Since these are unique designs, each occurrence should be individually detailed on the project plans.

PERPENDICULAR RAMPS

DIAGONAL RAMP (Type D)

## ACCEPTABLE CONSTRUCTION PLACEMENT

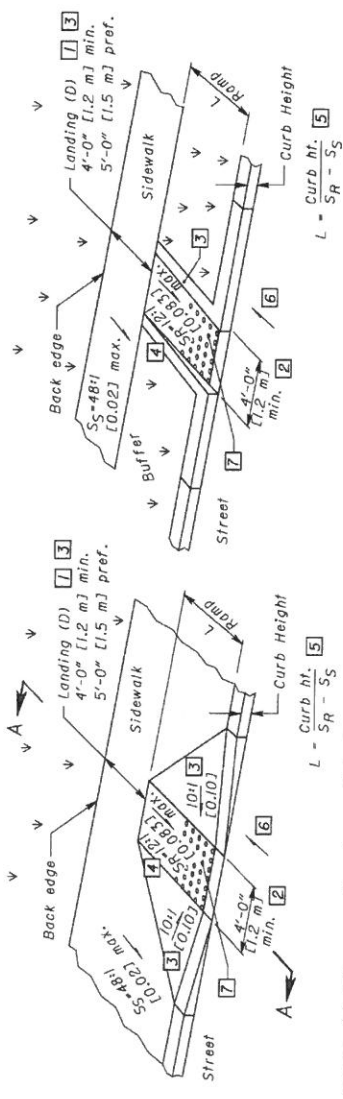
THIS DRAWING REPLACES BP-7.1 DATED 7-28-00.

# LEGEND

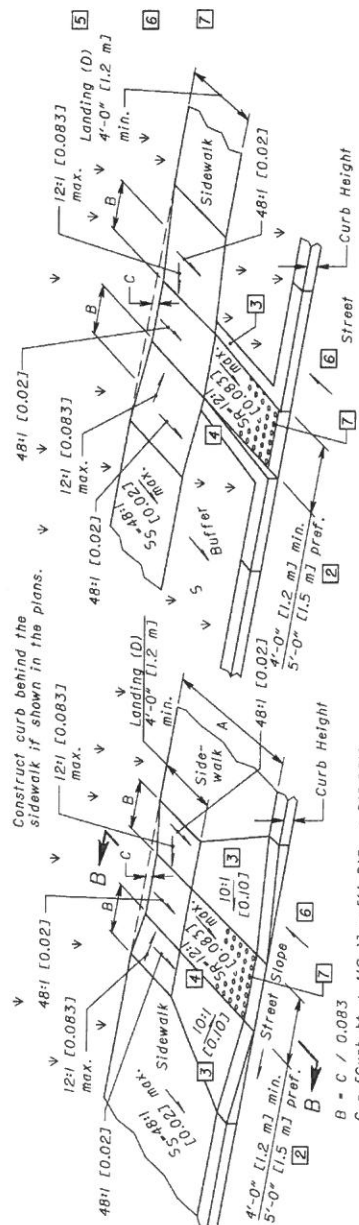
- 1 Dimension may be reduced to 3'-0" [915] in existing side-walks if the landing is unconstrained along the back edge.
- 2 May be reduced to 3'-4" [1029] in existing sidewalks to better fit the configuration of where site conditions are restricted by existing structures, foundations, drainage inlets, etc. The width may be tapered.
- 3 Where landing width (D) has been reduced to 3'-0" [915] the flared sides shall have a maximum slope of 12:1 [0.083].
- 4 Flared sides are not required where the edges of a curb ramp are protected by landscaping or other barriers to prevent users or pedestrians from crossing the edge of the curb ramp. The flared sides are used in these areas, they may be of any slope.
- 5 The slope of the ramp toward the curb is preferred to be 12:1 [0.083] or flatter related to the horizontal. In existing sidewalks, where the maximum ramp slope ( $S_R$ ) is not feasible, it may be reduced as follows:  
A) 10:1 [0.10] for a max. rise of 6" [150].  
B) 8:1 [0.125] for a max. rise of 3" [75].  
C) 6:1 [0.167] over a max. run of 2'-0" [610] for historic areas where a flatter slope is not feasible.
- 6 The minimum length of a perpendicular ramp is 6' [2.0 m] from the back of the curb and may be increased where feasible to obtain flatter ramp slope or to better blend with the walk configuration.
- 7 Gutter counter slopes at the foot of perpendicular curb ramps should not exceed 20:1 [0.05] over a distance of 2'-0" [610] from the curb.
- 8 Detectable Warnings (truncated domes) are to be installed in the location of the ramps and the domes are 24" [610] from the back of the curb with the curb the ramp. See DETECTABLE WARNING NOTES on Sheet 3.

See Sheet 3 for Sections.

\* See Equations and Table to the left.



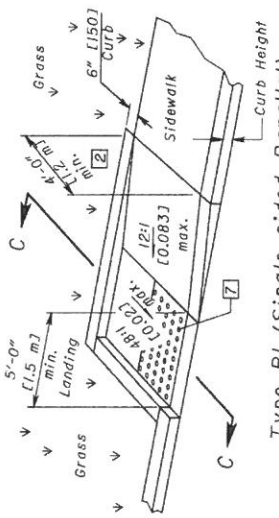
Type A1 (Perpendicular with flared sides) Type A2 (Perpendicular with returned curb)  
 PERPENDICULAR CURB RAMP DETAILS



Type C1 (Combined with flared sides) Type C2 (Combined with returned curb)  
 COMBINED CURB RAMP DETAILS

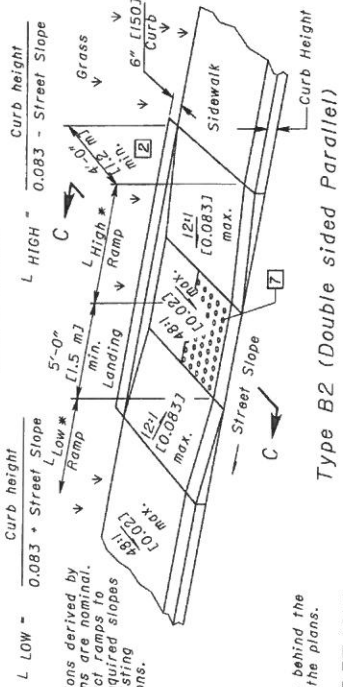
Street Slope	Ramp Length @ 1" / ft [0.083]	LOW SIDE	HIGH SIDE
0.01	5'-5" [1.6 m]	6'-10" [2.1 m]	7'-11" [2.4 m]
0.02	4'-10" [1.5 m]	7'-11" [2.4 m]	9'-5" [2.9 m]
0.03	4'-5" [1.3 m]	7'-11" [2.4 m]	11'-8" [3.6 m]
0.04	4'-1" [1.2 m]	7'-11" [2.4 m]	15'-2" [4.6 m]
0.05	3'-9" [1.1 m]	7'-11" [2.4 m]	15'-2" [4.6 m]

\* Measured along the back of a 6" [150] high curb.



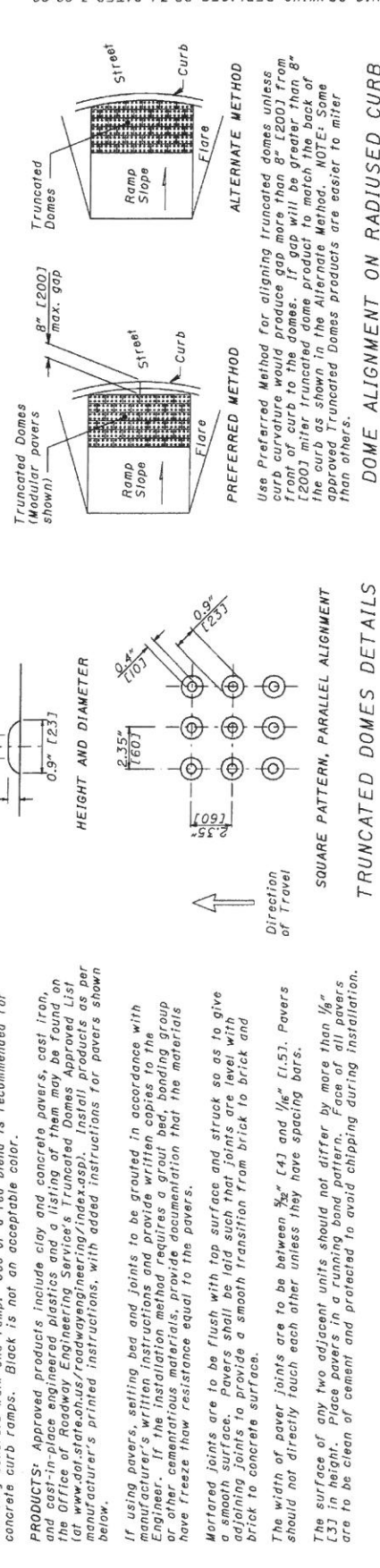
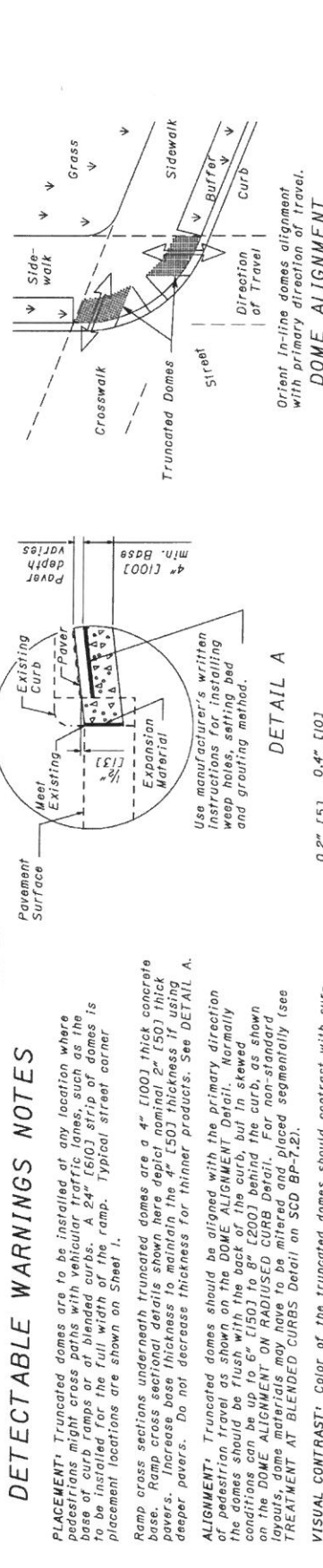
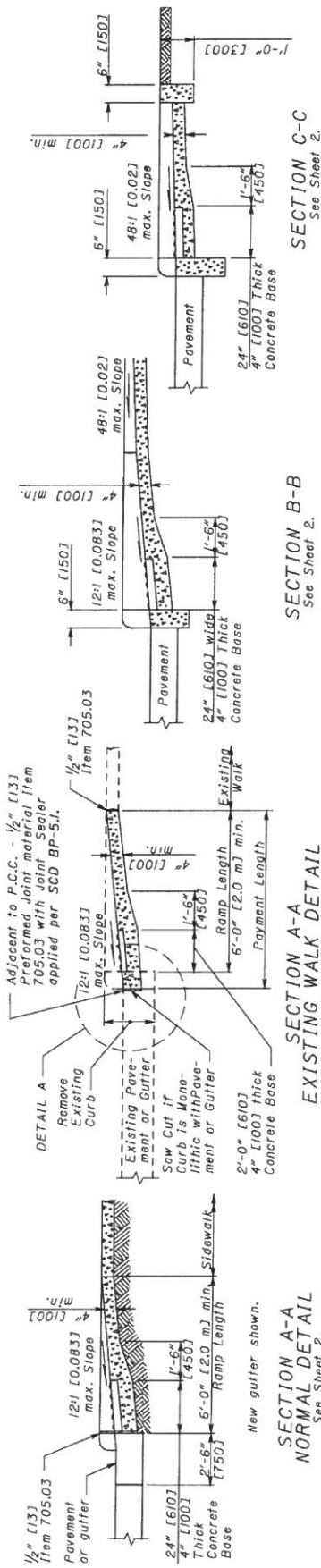
For Parallel Ramps construct curb behind the sidewalk if required elsewhere in the plans.

PARALLEL CURB RAMP DETAILS



Type B2 (Double sided Parallel)



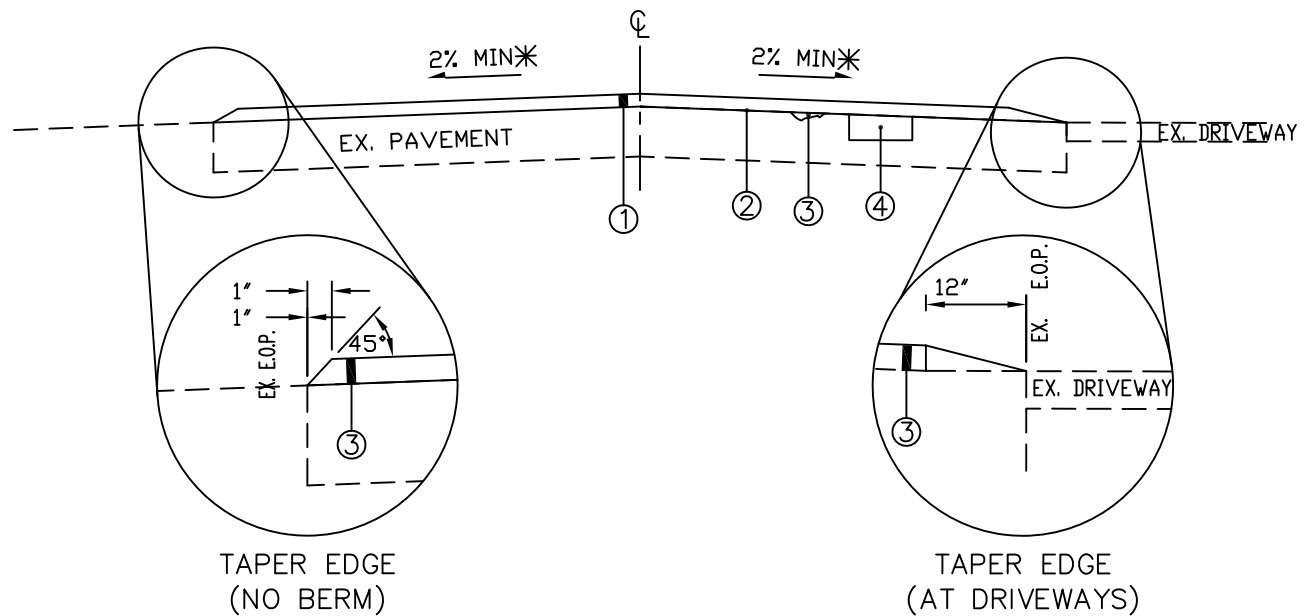


[illegible]



# PAVEMENT SECTION #1 (ASPHALT OVERLAY)

(VERTICAL SCALE EXAGGERATED FOR CLARITY OF PAVEMENT BUILD-UP)



## LEGEND

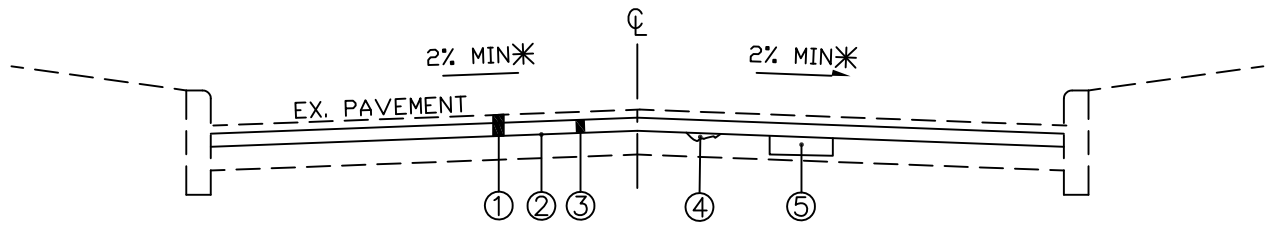
- ① ITEM 448 – ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (1.5")
- ② ITEM 407 – TACK COAT (APPLIED @ 0.1 GAL/SY)
- ③ ITEM SPECIAL – SURFACE PREPARATION
- ④ ITEM 251 – PARTIAL DEPTH REPAIR, AS PER PLAN

# PAVEMENT SECTION #1 (ASPHALT OVERLAY)

City of Massillon

## PAVEMENT SECTION #2 (MILL & FILL)

(VERTICAL SCALE EXAGGERATED FOR CLARITY OF PAVEMENT BUILD-UP)

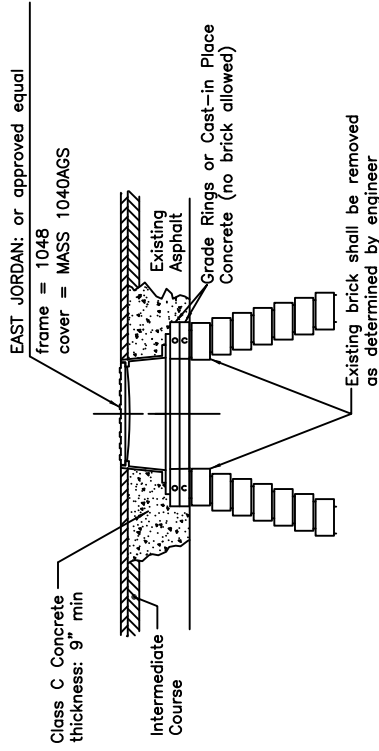


### LEGEND

- ① ITEM 254 – PAVEMENT PLANING (1 1/2" AVG)
- ② ITEM 407 – TACK COAT (APPLIED @ 0.1 GAL/SY)
- ③ ITEM 448 – ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (1.5")
- ④ ITEM SPECIAL – SURFACE PREPARATION
- ⑤ ITEM 251 – PARTIAL DEPTH REPAIR, AS PER ENGINEER

## PAVEMENT SECTION #2 (MILL & FILL)

City of Massillon

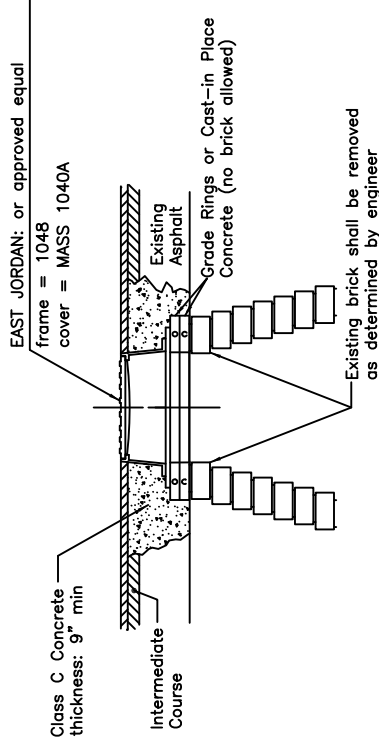


#### 604SPEC SANITARY MANHOLE REHAB. TYPE MASS 1048

WORK SHALL INCLUDED ALL REMOVAL AND DISPOSAL OF EXISTING.  
WORK SHALL INCLUDED ALL ITEMS INCIDENTAL TO THE CONSTRUCTION  
OF THE COMPLETED MANHOLE OR CATCH BASIN, INCLUDING EXCAVATION,  
BACKFILL, MASONRY, CONCRETE, FURNISHING AND PLACING OF THE CASTING,  
GRADE RINGS, RESTORATION, AND JOINT SEALING  
EXISTING CASTINGS AND/OR LIDS SHALL BE RETURNED TO THE CITY.

#### NOTE:

ALL MATERIALS, LABOR, AND REMOVAL TO PERFORM PROPER INSTALLATION  
AND REHABILITATION OF MANHOLE SHALL BE INCLUDED IN UNIT PRICE  
BID : ITEM 604SPEC SANITARY SEWER MANHOLE CASTING SET – EACH



#### 604SPEC DRAINAGE MANHOLE REHAB. TYPE MASS 1048

WORK SHALL INCLUDED ALL REMOVAL AND DISPOSAL OF EXISTING.  
WORK SHALL INCLUDED ALL ITEMS INCIDENTAL TO THE CONSTRUCTION  
OF THE COMPLETED MANHOLE OR CATCH BASIN, INCLUDING EXCAVATION,  
BACKFILL, MASONRY, CONCRETE, FURNISHING AND PLACING OF THE CASTING,  
GRADE RINGS, RESTORATION, AND JOINT SEALING  
EXISTING CASTINGS AND/OR LIDS SHALL BE RETURNED TO THE CITY.

#### NOTE:

ALL MATERIALS, LABOR, AND REMOVAL TO PERFORM PROPER INSTALLATION  
AND REHABILITATION OF MANHOLE SHALL BE INCLUDED IN UNIT PRICE  
BID : ITEM 604SPEC STORM SEWER MANHOLE CASTING SET – EACH

## **PREVAILING WAGE RATES**

### **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 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.

# Prevailing Wage Determination Cover Letter

County: STARK ▼  
Determination Date: 10/04/2023  
Expiration Date: 01/04/2024

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

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

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

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

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

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

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

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

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

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

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

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

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

wh1500

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 Hwy B

Change # : LCN01-2022sksHvyHwy

Craft : Bricklayer Effective Date : 06/08/2022 Last Posted : 06/08/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$32.39		\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.95	\$67.15
Apprentice	Percent											
1st year	70.00	\$22.67	\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.23	\$52.57
2nd year	80.00	\$25.91	\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.47	\$57.43
3rd year	90.00	\$29.15	\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.71	\$62.29

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

### Ratio :

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

### Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ALLEN, ASHLAND, ASIITABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT,

TRUMBULL, TUSCARAWAS, UNION, VAN  
WERT, VINTON, WARREN, WASHINGTON,  
WAYNE

**Special Jurisdictional Note :**

**Details :**

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

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.



# Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 Hwy A

Change # : LCN01-2022sksHvyHwy

Craft : Bricklayer Effective Date : 06/08/2022 Last Posted : 06/08/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$31.40		\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.95	\$65.65
Apprentice	Percent											
1st year	70.00	\$21.98	\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.53	\$51.52
2nd year	80.00	\$25.12	\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.67	\$56.23
3rd year	90.00	\$28.26	\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.81	\$60.94

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

## Ratio :

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

## Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEauga, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN



WERT, VINTON, WARREN, WASHINGTON,  
WAYNE

**Special Jurisdictional Note :**

**Details :**

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

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Bricklayer Local 8 Zone 2 Tile Setters & Finishers

Change # : LCN1-2022sksLoc6

Craft : Bricklayer Effective Date : 06/08/2022 Last Posted : 06/08/2022

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Bricklayer Tile Setter	\$26.74	\$8.69	\$6.60	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.66	\$56.03
Marble Mason	\$26.74	\$8.69	\$6.60	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.66	\$56.03
Terrazzo worker	\$26.74	\$8.69	\$6.60	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.66	\$56.03
Finisher Support	\$24.16	\$8.69	\$6.60	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.08	\$52.16
Apprentice Finisher Support Only											
1st 30 days	\$14.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.50	\$21.75
30 days-6 months	\$14.50	\$8.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.19	\$30.44
2ND 6 months	\$16.91	\$8.69	\$6.60	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.80	\$41.26
3RD 6 months	\$18.12	\$8.69	\$6.60	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.01	\$43.07
4TH 6 months	\$19.33	\$8.69	\$6.60	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.22	\$44.89
5TH 6 months	\$20.54	\$8.69	\$6.60	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.43	\$46.70
6TH 6 months	\$21.74	\$8.69	\$6.60	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.63	\$48.50
Apprentice	Percent										
1st 30 Days	60.00	\$16.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.04	\$24.07
30 days- 6 months	60.00	\$16.04	\$8.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.73	\$32.76
2nd 6 months	70.00	\$18.72	\$8.69	\$6.60	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$34.64	\$44.00
3rd 6 months	75.00	\$20.05	\$8.69	\$6.60	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$35.98	\$46.00
4th 6 months	80.00	\$21.39	\$8.69	\$6.60	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$37.31	\$48.01

5th 6 months	85.00	\$22.73	\$8.69	\$6.60	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.65	\$50.01
6th 6 months	90.00	\$24.07	\$8.69	\$6.60	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.99	\$52.02
7th 6 months	95.00	\$25.40	\$8.69	\$6.60	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.32	\$54.02
8th 6 months	95.00	\$25.40	\$8.69	\$6.60	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.32	\$54.02

**Special Calculation Note :** Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

**Ratio :**

4 Journeymen to 1 Apprentice  
6 Journeymen to 1 Apprentice (Thereafter)

**Jurisdiction ( \* denotes special jurisdictional note ) :**

BELMONT, CARROLL, HARRISON, JEFFERSON,  
MONROE, STARK, TUSCARAWAS

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Bricklayer Local 6

Change # : LCN01-2022sksLoc6

Craft : Bricklayer Effective Date : 05/04/2022 Last Posted : 05/04/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	\$30.76		\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$49.88	\$65.26
Pointer Caulker Cleaner	\$30.76		\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$49.88	\$65.26
Stone Mason	\$30.76		\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$49.88	\$65.26
Cement Mason	\$30.76		\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$49.88	\$65.26
Plaster	\$30.76		\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$49.88	\$65.26
Apprentice	Percent											
1st 6 months	55.00	\$16.92	\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$36.04	\$44.50
2nd 6 months	60.00	\$18.46	\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$37.58	\$46.80
3rd 6 months	65.00	\$19.99	\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$39.11	\$49.11
4th 6 months	70.00	\$21.53	\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$40.65	\$51.42
5th 6 months	75.00	\$23.07	\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$42.19	\$53.73
6th 6 months	80.00	\$24.61	\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$43.73	\$56.03
7th 6 months	90.00	\$27.68	\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$46.80	\$60.65
8th 6 months	95.00	\$29.22	\$9.64	\$8.23	\$1.20	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$48.34	\$62.95

**Special Calculation Note :** OTHER IS DRUG TESTING

**Ratio :**

1 Journeymen to 1 Apprentice  
 5 Journeymen to 2 Apprentice  
 9 Journeymen to 3 Apprentice  
 13 Journeymen to 4 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CARROLL, STARK, TUSCARAWAS



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Pile Driver NE Zone P3

Change # : OCR01-2022sksLocNEZoneP3

Craft : Carpenter Effective Date : 06/15/2022 Last Posted : 06/15/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Pile Driver	\$28.85		\$8.05	\$11.50	\$0.50	\$0.00	\$2.15	\$0.17	\$0.00	\$0.00	\$51.22	\$65.65
Diver	\$43.28		\$8.05	\$11.50	\$0.50	\$0.00	\$2.15	\$0.17	\$0.00	\$0.00	\$65.65	\$87.29
Certified Welder	\$29.90		\$8.05	\$11.50	\$0.50	\$0.00	\$2.15	\$0.17	\$0.00	\$0.00	\$52.27	\$67.22
Apprentice	Percent											
1st 6 months	60.00	\$17.31	\$8.05	\$11.50	\$0.50	\$0.00	\$2.15	\$0.17	\$0.00	\$0.00	\$39.68	\$48.34
2nd 6 months	60.00	\$17.31	\$8.05	\$11.50	\$0.50	\$0.00	\$2.15	\$0.17	\$0.00	\$0.00	\$39.68	\$48.34
3rd 6 months	62.00	\$17.89	\$8.05	\$11.50	\$0.50	\$0.00	\$2.15	\$0.17	\$0.00	\$0.00	\$40.26	\$49.20
4th 6 months	65.50	\$18.90	\$8.05	\$11.50	\$0.50	\$0.00	\$2.15	\$0.17	\$0.00	\$0.00	\$41.27	\$50.72
5th 6 months	69.00	\$19.91	\$8.05	\$11.50	\$0.50	\$0.00	\$2.15	\$0.17	\$0.00	\$0.00	\$42.28	\$52.23
6th 6 months	72.50	\$20.92	\$8.05	\$11.50	\$0.50	\$0.00	\$2.15	\$0.17	\$0.00	\$0.00	\$43.29	\$53.74
7th 6 months	76.00	\$21.93	\$8.05	\$11.50	\$0.50	\$0.00	\$2.15	\$0.17	\$0.00	\$0.00	\$44.30	\$55.26
8th 6 months	80.00	\$23.08	\$8.05	\$11.50	\$0.50	\$0.00	\$2.15	\$0.17	\$0.00	\$0.00	\$45.45	\$56.99

**Special Calculation Note :** \*Other is Training

**Ratio :**

2 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

STARK, WAYNE, CARROLL, TUSCARAWAS

**Special Jurisdictional Note :**

**Details :**

Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings.

Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jetted, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

Craft : Carpenter Effective Date : 03/05/2014 Last Posted : 03/05/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$19.70		\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
Trainee	Percent											
1st Year	60.00	\$11.82	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.02	\$23.93
2nd Year	80.20	\$15.80	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$29.90

**Special Calculation Note** : No special calculations for this skilled craft wage rate are required at this time.

### Ratio :

1 Journeymen to 1 Trainee

### Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note** : Industrial Dock and Door is the installation of overhead doors, roll up

doors and dock leveling equipment

**Details :**

10/27/10 New Contract jc



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M3

Change # : OCR01-2022sksLocNEZoneM3

Craft : Carpenter Effective Date : 06/15/2022 Last Posted : 06/15/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	\$34.05		\$7.96	\$11.50	\$0.50	\$0.00	\$2.26	\$0.17	\$0.00	\$0.00	\$56.44	\$73.46
Certified Welder	\$35.05		\$7.96	\$11.50	\$0.50	\$0.00	\$2.26	\$0.17	\$0.00	\$0.00	\$57.44	\$74.96
Lay-Out Man on Monorail	\$35.55		\$7.96	\$11.50	\$0.50	\$0.00	\$2.26	\$0.17	\$0.00	\$0.00	\$57.94	\$75.71
Apprentice	Percent											
1st 6 months	60.00	\$20.43	\$7.96	\$11.50	\$0.50	\$0.00	\$2.26	\$0.17	\$0.00	\$0.00	\$42.82	\$53.03
2nd 6 months	60.00	\$20.43	\$7.96	\$11.50	\$0.50	\$0.00	\$2.26	\$0.17	\$0.00	\$0.00	\$42.82	\$53.03
3rd 6 months	62.00	\$21.11	\$7.96	\$11.50	\$0.50	\$0.00	\$2.26	\$0.17	\$0.00	\$0.00	\$43.50	\$54.06
4th 6 months	65.50	\$22.30	\$7.96	\$11.50	\$0.50	\$0.00	\$2.26	\$0.17	\$0.00	\$0.00	\$44.69	\$55.84
5th 6 months	69.00	\$23.49	\$7.96	\$11.50	\$0.50	\$0.00	\$2.26	\$0.17	\$0.00	\$0.00	\$45.88	\$57.63
6th 6 months	72.50	\$24.69	\$7.96	\$11.50	\$0.50	\$0.00	\$2.26	\$0.17	\$0.00	\$0.00	\$47.08	\$59.42
7th 6 months	76.00	\$25.88	\$7.96	\$11.50	\$0.50	\$0.00	\$2.26	\$0.17	\$0.00	\$0.00	\$48.27	\$61.21
8th 6 months	80.00	\$27.24	\$7.96	\$11.50	\$0.50	\$0.00	\$2.26	\$0.17	\$0.00	\$0.00	\$49.63	\$63.25

**Special Calculation Note :** Other is Training

**Ratio :**

2 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CARROLL, STARK, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**

The term "Millwright and Machine Erectors'" jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all

structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trial run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Insulation NE Zone 2B

Change # : LCN01-2022sksLocNEZone2B

Craft : Carpenter Effective Date : 06/15/2022 Last Posted : 06/15/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Insulation	\$23.23		\$7.88	\$11.77	\$0.50	\$0.00	\$1.36	\$0.12	\$0.00	\$0.00	\$44.86	\$56.48
Apprentice	Percent											
1st 3 months	50.00	\$11.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.62	\$17.42
2nd 3 months	50.00	\$11.62	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$20.12	\$25.92
2nd 6 months	50.00	\$11.62	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$20.12	\$25.92
3rd 6 months	55.00	\$12.78	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$21.28	\$27.66
4th 6 months	60.00	\$13.94	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$22.44	\$29.41
5th 6 months	70.00	\$16.26	\$7.88	\$8.24	\$0.50	\$0.00	\$0.95	\$0.12	\$0.00	\$0.00	\$33.95	\$42.08
6th 6 months	75.00	\$17.42	\$7.88	\$8.83	\$0.50	\$0.00	\$1.02	\$0.12	\$0.00	\$0.00	\$35.77	\$44.48
7th 6 months	80.00	\$18.58	\$7.88	\$9.42	\$0.50	\$0.00	\$1.09	\$0.12	\$0.00	\$0.00	\$37.59	\$46.89
8th 6 months	85.00	\$19.75	\$7.88	\$10.00	\$0.50	\$0.00	\$1.16	\$0.12	\$0.00	\$0.00	\$39.41	\$49.28

**Special Calculation Note :** \*Other is Training

**Ratio :**

2 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CARROLL, STARK, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Floorlayer NE Zone 2B

Change # : OCR01-2022sksLocNEZone2B

Craft : Carpenter Effective Date : 06/15/2022 Last Posted : 06/15/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	\$29.04		\$7.88	\$11.77	\$0.50	\$0.00	\$1.36	\$0.14	\$0.00	\$0.00	\$50.69	\$65.21
<b>Apprentice</b>	<b>Percent</b>											
1st 3 Months	60.00	\$17.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.42	\$26.14
2nd 3 Months	60.00	\$17.42	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.14	\$0.00	\$0.00	\$25.94	\$34.66
2nd 6 Months is 1st year	60.00	\$17.42	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.14	\$0.00	\$0.00	\$25.94	\$34.66
3rd 6 Months	60.00	\$17.42	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.14	\$0.00	\$0.00	\$25.94	\$34.66
4th 6 Months is 2nd year	60.00	\$17.42	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.14	\$0.00	\$0.00	\$25.94	\$34.66
5th 6 Months	70.00	\$20.33	\$7.88	\$8.24	\$0.50	\$0.00	\$0.95	\$0.14	\$0.00	\$0.00	\$38.04	\$48.20
6th 6 Months is 3rd year	75.00	\$21.78	\$7.88	\$8.83	\$0.50	\$0.00	\$1.02	\$0.14	\$0.00	\$0.00	\$40.15	\$51.04
7th 6 Months	80.00	\$23.23	\$7.88	\$9.42	\$0.50	\$0.00	\$1.09	\$0.14	\$0.00	\$0.00	\$42.26	\$53.88
8th 6 Months is 4th year	85.00	\$24.68	\$7.88	\$10.00	\$0.50	\$0.00	\$1.16	\$0.14	\$0.00	\$0.00	\$44.36	\$56.71

**Special Calculation Note** :: \*Other is International Training

**Ratio :**

2 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CARROLL, STARK, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Commercial NE Zone 2B

Change # : LCN01-2022sksLocNEZone2B

Craft : Carpenter Effective Date : 06/08/2022 Last Posted : 06/08/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$29.04		\$7.88	\$11.77	\$0.50	\$0.00	\$1.36	\$0.12	\$0.00	\$0.00	\$50.67	\$65.19
Apprentice	Percent											
1st 3 Months	60.00	\$17.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.42	\$26.14
2nd 3 Months	60.00	\$17.42	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$25.92	\$34.64
2nd 6 Months is 1st year	60.00	\$17.42	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$25.92	\$34.64
3rd 6 Months	60.00	\$17.42	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$25.92	\$34.64
4th 6 Months is 2nd year	60.00	\$17.42	\$7.88	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$25.92	\$34.64
5th 6 Months	70.00	\$20.33	\$7.88	\$8.24	\$0.50	\$0.00	\$0.95	\$0.12	\$0.00	\$0.00	\$38.02	\$48.18
6th 6 Months is 3rd year	75.00	\$21.78	\$7.88	\$8.83	\$0.50	\$0.00	\$1.02	\$0.12	\$0.00	\$0.00	\$40.13	\$51.02
7th 6 Months	80.00	\$23.23	\$7.88	\$9.42	\$0.50	\$0.00	\$1.09	\$0.12	\$0.00	\$0.00	\$42.24	\$53.86
8th 6 Months is 4th year	85.00	\$24.68	\$7.88	\$10.00	\$0.50	\$0.00	\$1.16	\$0.12	\$0.00	\$0.00	\$44.34	\$56.69

**Special Calculation Note :** \*Other is International Training

**Ratio :**

2 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CARROLL, STARK, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason & Plasterer Local 109

Change # : LCN01-2022sksLoc109

Craft : Cement Effective Date : 06/01/2022 Last Posted : 06/01/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$31.74		\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$53.69	\$69.56
Plasterer	\$30.61		\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$52.23	\$67.53
Apprentice Cement Mason	Percent											
1st year	70.00	\$22.22	\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$44.17	\$55.28
2nd year	79.98	\$25.39	\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$47.34	\$60.03
3rd year	90.00	\$28.57	\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$50.52	\$64.80
Plasterer Apprentice												
1st year	67.53	\$21.43	\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$43.05	\$53.77
2nd year	77.17	\$24.49	\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$46.11	\$58.36
3rd year	86.80	\$27.55	\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$49.17	\$62.95

**Special Calculation Note :** Other is for International Training.

## Ratio :

1 Journeymen to 1 Apprentice  
5 Journeymen to 2 Apprentice  
10 Journeyman to 3 Apprentice

## Jurisdiction ( \* denotes special jurisdictional note ) :

CARROLL, HOLMES, MEDINA, PORTAGE,  
STARK, SUMMIT, TUSCARAWAS, WAYNE

## Special Jurisdictional Note :

## Details :

Finishers when applying colorshake shall be paid an additional \$2.00 per DAY.  
Swing Scaffolds up to 50 feet shall be paid \$0.25 above the Journeymen rate.  
Swing Scaffolds over 50 feet shall be paid \$0.35 above the Journeymen rate.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : OCR01-2022sksCementHevHwy

Craft : Cement Mason Effective Date : 05/05/2022 Last Posted : 05/05/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$32.49		\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$51.26	\$67.50
Apprentice	Percent											
1st Year	70.00	\$22.74	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$41.51	\$52.88
2nd Year	80.00	\$25.99	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$44.76	\$57.76
3rd Year	90.00	\$29.24	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$48.01	\$62.63

**Special Calculation Note :** Other \$0.07 is for International Training Fund

### Ratio ::

1 Journeymen to 1 Apprentice  
2 to 1 thereafter

### Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ALLEN, ASHLAND, ASHTABULA\*,  
ATHENS, AUGLAIZE, BELMONT, BROWN,  
BUTLER, CARROLL, CHAMPAIGN, CLARK,  
CLERMONT, CLINTON, COLUMBIANA,  
COSHOCOTON, CRAWFORD, CUYAHOGA\*,  
DARKE, DEFIANCE, DELAWARE, ERIE,  
FAIRFIELD, FAYETTE, FRANKLIN, FULTON\*,  
GALLIA, GEAUGA\*, GREENE, GUERNSEY,  
HAMILTON, HANCOCK\*, HARDIN, HARRISON,  
HENRY\*, HIGHLAND, HOCKING, HOLMES,  
HURON, JACKSON, JEFFERSON, KNOX, LAKE\*,  
LAWRENCE, LICKING, LOGAN, LORAIN,  
LUCAS\*, MADISON, MAHONING, MARION,  
MEDINA, MEIGS, MERCER, MIAMI, MONROE,  
MONTGOMERY, MORGAN, MORROW,  
MUSKINGUM, NOBLE, OTTAWA, PAULDING,  
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,  
PUTNAM\*, RICHLAND, ROSS, SANDUSKY,  
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,  
TRUMBULL, TUSCARAWAS, UNION, VAN  
WERT, VINTON, WARREN, WASHINGTON,  
WAYNE, WILLIAMS, WOOD\*, WYANDOT

**Special Jurisdictional Note :** (A) Highway Construction, Sewer, Waterworks And Utility

Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

\*For Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facility Construction work in the following Counties: Ashtabula, Cuyahoga, Fulton, Geauga, Hancock, Henry, Lake, Lucas, Putnam and Wood Counties, those counties will use the Cement Mason Statewide Heavy Highway Exhibit B District 1 Wage Rate.

**Details :**

This rate replaces the previous Cement Mason Heavy Highway Statewide Rates (Exhibit A and Exhibit B rates), except for Cement Mason Statewide Heavy Highway Exhibit B Dist 1. sks



# Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 540 Inside Lt Commercial Northern

Change # : LCN01-2023ibLoc540in

Craft : Electrical Effective Date : 01/11/2023 Last Posted : 01/11/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$36.28		\$6.60	\$10.50	\$1.12	\$3.63	\$3.99	\$1.20	\$0.00	\$0.00	\$63.32	\$81.46
CE-3 12,001-14,000 Hrs	\$27.59		\$6.51	\$0.00	\$0.82	\$0.00	\$0.83	\$0.83	\$0.00	\$0.10	\$36.68	\$50.47
CE-2 10,001-12,000 Hrs	\$21.68		\$6.51	\$0.00	\$0.82	\$0.00	\$0.65	\$0.65	\$0.00	\$0.10	\$30.41	\$41.25
CE-1 8,001-10,000 Hrs	\$19.71		\$6.51	\$0.00	\$0.82	\$0.00	\$0.59	\$0.59	\$0.00	\$0.10	\$28.32	\$38.18
CW-4 6,001-8,000 Hrs	\$17.74		\$6.51	\$0.00	\$0.82	\$0.00	\$0.53	\$0.53	\$0.00	\$0.10	\$26.23	\$35.10
CW-3 4,001-6,000 Hrs	\$15.77		\$6.51	\$0.00	\$0.82	\$0.00	\$0.47	\$0.47	\$0.00	\$0.10	\$24.14	\$32.03
CW-2 2,001-4,000 Hrs	\$14.78		\$6.51	\$0.00	\$0.82	\$0.00	\$0.44	\$0.44	\$0.00	\$0.10	\$23.09	\$30.48
CW-1 0-2,000 Hrs	\$13.80		\$6.51	\$0.00	\$0.82	\$0.00	\$0.41	\$0.41	\$0.00	\$0.10	\$22.05	\$28.95
Apprentice	Percent											
1st 1000 hrs	45.00	\$16.33	\$6.60	\$0.00	\$0.46	\$0.00	\$0.49	\$0.49	\$0.00	\$0.00	\$24.37	\$32.53
2nd 1000 hrs	47.00	\$17.05	\$6.60	\$0.00	\$0.48	\$0.00	\$0.51	\$0.51	\$0.00	\$0.00	\$25.15	\$33.68
3rd 1500 hrs	50.00	\$18.14	\$6.60	\$2.63	\$0.55	\$1.45	\$0.59	\$0.59	\$0.00	\$0.00	\$30.55	\$39.62
4th 1500 hrs	60.00	\$21.77	\$6.60	\$5.25	\$0.66	\$1.74	\$0.71	\$0.71	\$0.00	\$0.00	\$37.44	\$48.32
5th 1500 hrs	70.00	\$25.40	\$6.60	\$7.88	\$0.77	\$2.03	\$0.82	\$0.82	\$0.00	\$0.00	\$44.32	\$57.01
6th 1500 hrs	80.00	\$29.02	\$6.60	\$10.50	\$0.88	\$2.32	\$0.94	\$0.94	\$0.00	\$0.00	\$51.20	\$65.72

**Special Calculation Note** : OTHER = (NEBF) National Electrical Benefit Fund

**Ratio :**

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

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CARROLL\*, COLUMBIANA\*, HOLMES,  
MAHONING\*, STARK, TUSCARAWAS\*, WAYNE\*

## Construction Electrician and Construction Wireman Ratio

There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classifications per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

**Special Jurisdictional Note :** Carroll County: North half including; Fox, Harrison, Rose and Washington Townships.

Columbiana County: Knox Township only.

Mahoning County: Smith Township only.

Tuscarawas County: That portion North of Auburn, Clay, Rush and York Townships.

Wayne County: That portion south of Baughman, Chester, Green, Wayne and Wooster Townships.

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless otherwise covered under this agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures.

## Details :

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Electrical Local 540 Inside

Change # : LCN01-2023ibLoc540in

Craft : Electrical Effective Date : 01/11/2023 Last Posted : 01/11/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$36.28		\$6.60	\$10.50	\$1.12	\$3.63	\$3.99	\$1.20	\$0.00	\$0.00	\$63.32	\$81.46
Apprentice	Percent											
1st 1000 hrs	45.00	\$16.33	\$6.60	\$0.00	\$0.46	\$0.00	\$0.49	\$0.49	\$0.00	\$0.00	\$24.37	\$32.53
2nd 1000 hrs	47.00	\$17.05	\$6.60	\$0.00	\$0.48	\$0.00	\$0.51	\$0.51	\$0.00	\$0.00	\$25.15	\$33.68
3rd 1500 hrs	50.00	\$18.14	\$6.60	\$2.63	\$0.55	\$1.45	\$0.59	\$0.59	\$0.00	\$0.00	\$30.55	\$39.62
4th 1500 hrs	60.00	\$21.77	\$6.60	\$5.25	\$0.66	\$1.74	\$0.71	\$0.71	\$0.00	\$0.00	\$37.44	\$48.32
5th 1500 hrs	70.00	\$25.40	\$6.60	\$7.88	\$0.77	\$2.03	\$0.82	\$0.82	\$0.00	\$0.00	\$44.32	\$57.01
6th 1500 hrs	80.00	\$29.02	\$6.60	\$10.50	\$0.88	\$2.32	\$0.94	\$0.94	\$0.00	\$0.00	\$51.20	\$65.72

**Special Calculation Note** :: OTHER = (NEBF) National Electrical Benefit Fund. Vacation contribution is equal to 8% of the gross weekly wages.

### Ratio :

The first person assigned to any job site shall be a Journeyman Wireman. Ratio thereafter:

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

### Jurisdiction ( \* denotes special jurisdictional note ) :

CARROLL\*, COLUMBIANA\*, HOLMES, MAHONING\*, STARK, TUSCARAWAS\*, WAYNE\*

**Special Jurisdictional Note** :: Carroll County: North half including; Fox, Harrison, Rose and Washington Townships.

Columbiana County: Knox Township only.

Mahoning County: Smith Township only.

Tuscarawas County: That portion North of Auburn, Clay, Rush and York Townships.

Wayne County: That portion south of Baughman, Chester, Green and Wayne Townships.

### Details :



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Ironworker Local 550 Glass & Curtain Wall

Change # : LCN01-2017fbLoc550

Craft : Ironworker Effective Date : 07/01/2017 Last Posted : 06/28/2017

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker Glass & Curtain Wall	\$22.00		\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$36.89	\$47.89
Apprentice	Percent											
1st 6 months	60.00	\$13.20	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$28.09	\$34.69
2nd 6 months	65.00	\$14.30	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$29.19	\$36.34
3rd 6 months	70.00	\$15.40	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$30.29	\$37.99
4th 6 months	75.00	\$16.50	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$31.39	\$39.64
5th 6 months	80.00	\$17.60	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$32.49	\$41.29
6th 6 months	85.00	\$18.70	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$33.59	\$42.94
7th 6 months	90.00	\$19.80	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$34.69	\$44.59
8th 6 months	95.00	\$20.90	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$35.79	\$46.24

### Special Calculation Note :

#### Ratio :

1 Apprentice to 1 Journeymen

#### Jurisdiction ( \* denotes special jurisdictional note ) :

ASHLAND, CARROLL, COLUMBIANA\*,  
 COSHOCTON, HOLMES, HURON\*,  
 MAHONING\*, MEDINA\*, PORTAGE\*,  
 RICHLAND, STARK, SUMMIT\*, TUSCARAWAS,  
 WAYNE

**Special Jurisdictional Note :** The jurisdictional line between Locals 17 and 550 is determined as follows: All territory North of Old Route 224 line is to be within the jurisdiction of Local 17.  
 All territory South of Old Route 224 line is to be the jurisdiction of Local 550, except for everything within the City limits of Barberton which shall be under the jurisdiction of Local 17.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Ironworker Local 550

Change # : LCN01-2022sksLoc550

Craft : Ironworker Effective Date : 05/01/2022 Last Posted : 04/27/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	\$30.97		\$8.98	\$9.02	\$0.76	\$0.00	\$2.73	\$0.41	\$0.00	\$0.00	\$52.87	\$68.35
Apprentice	Percent											
1st 6 months	65.00	\$20.13	\$8.98	\$9.02	\$0.76	\$0.00	\$2.73	\$0.41	\$0.00	\$0.00	\$42.03	\$52.10
2nd 6 months	69.00	\$21.37	\$8.98	\$9.02	\$0.76	\$0.00	\$2.73	\$0.41	\$0.00	\$0.00	\$43.27	\$53.95
3rd 6 months	73.00	\$22.61	\$8.98	\$9.02	\$0.76	\$0.00	\$2.73	\$0.41	\$0.00	\$0.00	\$44.51	\$55.81
4th 6 months	77.00	\$23.85	\$8.98	\$9.02	\$0.76	\$0.00	\$2.73	\$0.41	\$0.00	\$0.00	\$45.75	\$57.67
5th 6 months	81.00	\$25.09	\$8.98	\$9.02	\$0.76	\$0.00	\$2.73	\$0.41	\$0.00	\$0.00	\$46.99	\$59.53
6th 6 months	85.03	\$26.33	\$8.98	\$9.02	\$0.76	\$0.00	\$2.73	\$0.41	\$0.00	\$0.00	\$48.23	\$61.40
7th 6 months	90.00	\$27.87	\$8.98	\$9.02	\$0.76	\$0.00	\$2.73	\$0.41	\$0.00	\$0.00	\$49.77	\$63.71
8th 6 months	95.00	\$29.42	\$8.98	\$9.02	\$0.76	\$0.00	\$2.73	\$0.41	\$0.00	\$0.00	\$51.32	\$66.03

**Special Calculation Note :** OTHER IS: JOURNEYMAN UPGRADE AND WELLNESS FUND.

### Ratio :

- 4 Journeymen to 1 Apprentice
- 1 Journeymen to 1 Apprentice, spinning of cable for suspension bridge
- 1 Journeymen to 1 Apprentice, ornamental work
- 2 Journeymen to 1 Apprentice, reinforcing work
- 1 Journeymen to 2 Apprentice, roadway

### Jurisdiction ( \* denotes special jurisdictional note ) :

ASHLAND, CARROLL, COLUMBIANA\*, COSHOCTON, HOLMES\*, HURON, MAHONING\*, MEDINA\*, PORTAGE\*, RICHLAND, STARK, SUMMIT\*, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :** The jurisdictional line between Local 17 and Local 550 is determined as follows: All territory North of Old Route 224 line to be within the jurisdiction of Local 17. All territory South of Old Route 224 line is to be the jurisdiction of Local 550, except for everything within the City limits of Barberton which shall be under the jurisdiction of Local 17.

### Details :

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 1015 Building

Change # : LCN01-2022sksLoc1015

Craft : Laborer Effective Date : 09/08/2022 Last Posted : 09/28/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$30.72		\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.87	\$58.23
Group 2	\$31.72		\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.87	\$59.73
Group 3	\$32.72		\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.87	\$61.23
Group 4	\$32.67		\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.82	\$61.16
Group 5	\$23.76		\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.91	\$47.79
Apprentice	Percent											
0-1000 hrs	60.00	\$18.43	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$30.58	\$39.80
1001-2000 hrs	70.00	\$21.50	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$33.65	\$44.41
2001-3000 hrs	80.00	\$24.58	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$36.73	\$49.01
3001-4000 hrs	90.00	\$27.65	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.80	\$53.62
More than 4000 hrs	100.00	\$30.72	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.87	\$58.23

**Special Calculation Note :** No special calculations for this skilled craft wage rate are required at this time.

**Ratio :**

1 Journeyman to 1 Apprentice  
4 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CARROLL, STARK, WAYNE

**Special Jurisdictional Note :**

**Details :**

Group 1

Building & Construction Laborer, Signalman, Flagman, Tool Cribman, Carpenter Tender, Finisher Tender, Concrete Handler, Utility Construction Laborer, Guard Rail Erectors, Hazardous Waste (Level D)

Group 2

Bottom Man, Scaffold Builder, Tunnel laborer, Pipe Layer, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Men and

Dynamite Blaster, Creosote Worker, Form Setter, Plasterer Tender, Hod Carrier Laser Beam Set-up Man, All confined space work, furnaces, pickel tubs, acid-pits, and Hazardous Waste Level (C)

Group 3

Mason Tender, Mortar Mixer, Stonemason Tender, skid-loader, Hazardous Waste Level (B)

Group 4

Gunnite Operator, Hazardous Waste Level (A)

Group 5

Watchman



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Labor Hwy 2

Change # : LCN01-2022sksLaborHwy2

Craft : Laborer Group 1 Effective Date : 06/01/2022 Last Posted : 06/01/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$34.95		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.15	\$64.62
Group 2	\$35.12		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.32	\$64.88
Group 3	\$35.45		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.65	\$65.37
Group 4	\$35.90		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$48.10	\$66.05
Watch Person	\$27.25		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.45	\$53.08
Apprentice	Percent											
0-1000 hrs	60.00	\$20.97	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$33.17	\$43.66
1001-2000 hrs	70.02	\$24.47	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$36.67	\$48.91
2001-3000 hrs	80.00	\$27.96	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.16	\$54.14
3001-4000 hrs	90.00	\$31.46	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.66	\$59.38
More Than 4000 hrs	100.00	\$34.95	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.15	\$64.62

**Special Calculation Note :** Watchman has no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate.

### Ratio :

1 Journeymen to 1 Apprentice  
3 Journeymen to 1 Apprentice thereafter

### Jurisdiction ( \* denotes special jurisdictional note ) :

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL, WOOD

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

### Details :

Group 1



Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, \*Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

\*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

#### Group 2

Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Stripper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), \*\*\*Lead Abatement, Hazardous Waste (level C)

\*\*\*Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

#### Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

#### Group 4

Miner, Welder, Guniting Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.

The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2022sksLoc18hevhwylI

Craft : Operating Engineer Effective Date : 05/25/2022 Last Posted : 05/25/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	\$40.19		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.44	\$76.53
Operator Class B	\$40.07		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.32	\$76.35
Operator Class C	\$39.03		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.28	\$74.79
Operator Class D	\$37.85		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$54.10	\$73.03
Operator Class E	\$32.39		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.64	\$64.83
Master Mechanic	\$40.44		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.69	\$76.91
Apprentice	Percent											
1st Year	50.00	\$20.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$36.35	\$46.39
2nd Year	60.00	\$24.11	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$40.36	\$52.42
3rd Year	70.00	\$28.13	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$44.38	\$58.45
4th Year	80.00	\$32.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.40	\$64.48
Field Mech Trainee Class 2												
1st year	50.00	\$20.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$36.35	\$46.39
2nd year	60.00	\$24.11	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$40.36	\$52.42
3rd year	70.00	\$28.13	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$44.38	\$58.45
4th year	80.00	\$32.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.40	\$64.48

**Special Calculation Note :** Other: Education & Safety Fund is \$0.09 per hour. \*Misc is National Training

### Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII,

### Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE,

paragraph 65 will not be subject to the apprenticeship ratios in this collective bargaining agreement

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, WYANDOT

### **Special Jurisdictional Note :**

#### **Details :**

**\*\*Apprentices** will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. **Mechanic Trainees** will receive 10% increase if they are required to have CDL.

Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag

capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power.

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.

Master Mechanic - Master Mechanic



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Change # : LCN01-2022sksLoc18zone3

Craft : Operating Engineer Effective Date : 05/25/2022 Last Posted : 05/25/2022

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Operator Group A	\$40.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.44	\$76.53
Operator Group B	\$40.07	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.32	\$76.35
Operator Group C	\$39.03	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.28	\$74.79
Operator Group D	\$37.85	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$54.10	\$73.03
Operator Group E	\$32.39	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.64	\$64.83
Master Mechanic	\$40.44	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.69	\$76.91
Cranes & Mobile Concrete Pumps 150'-180'	\$40.69	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.94	\$77.28
Cranes & Mobile Concrete Pumps 180'-249'	\$41.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.44	\$78.03
Cranes & Mobile Concrete Pumps 249' and over	\$41.44	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.69	\$78.41
Apprentice	Percent										
1st Year	50.00	\$20.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$36.35	\$46.39
2nd Year	60.00	\$24.11	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$40.36	\$52.42
3rd Year	70.00	\$28.13	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$44.38	\$58.45
4th Year	80.00	\$32.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$48.40	\$64.48
Field Mechanic Trainee											
1st Year	50.00	\$20.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$36.35	\$46.39
2nd Year	60.00	\$24.11	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$40.36	\$52.42

3rd Year	70.00	\$28.13	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$44.38	\$58.45
4th Year	80.00	\$32.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.40	\$64.48

**Special Calculation Note :** Other: Education & Safety \$0.09; \*Misc is National Training

### Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII, paragraph 78, will not be subject to the apprenticeship ratios in this collective bargaining agreement

### Jurisdiction ( \* denotes special jurisdictional note ) :

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, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, 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, WYANDOT

### Special Jurisdictional Note :

#### Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDI.

Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician (Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats.

Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types.

Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Inserter/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4" and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators.

Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Guniting Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2") discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders.

Group E – Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge).

Master Mechanics - Master Mechanic

Cranes 150' – 180' - Boom & Jib 150 - 180 feet

Cranes 180' – 249' - Boom & Jib 180 - 249 feet

Cranes 250' and over - Boom & Jib 250-feet or over



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Painter Local 841 Bridge Painter

Change # : LCN01-2021sksLoc841

Craft : Painter Effective Date : 11/17/2021 Last Posted : 11/17/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Bridge Blaster Class 1	\$37.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$53.20	\$72.12
Class 2 Bridge Painter, Rigger, Containment Builder, Spot Blaster	\$34.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$50.20	\$67.62
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Dive (0-5 Years Exp)	\$27.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$43.20	\$57.13
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Dive (5 plusYears Exp).	\$30.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$46.20	\$61.63
Class 4 Concrete Sealing, Concrete Blasting/Power Washing/Etc.	\$30.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$46.20	\$61.63
Class 5 Quality Control/Quality Assurance Traffic Safety, Competent Person.	\$30.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$46.20	\$61.63
Apprentice	Percent										
1st Year	50.01	\$18.93	\$6.85	\$2.72	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$29.50	\$38.96
2nd Year	60.00	\$22.71	\$6.85	\$3.14	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$33.70	\$45.06
3rd year	70.00	\$26.50	\$6.85	\$3.57	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$37.92	\$51.16
4th Year	80.00	\$30.28	\$6.85	\$4.34	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$42.47	\$57.61

**Special Calculation Note :** Apprentice pay based on percentage of above appropriate classification.

**Ratio :**

1 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CARROLL, COSHOCTON, HOLMES, MEDINA, PORTAGE\*, STARK, SUMMIT\*, TUSCARAWAS, WAYNE



**Special Jurisdictional Note :** Summit County: South of and including the Ohio Turnpike, Portage County: North to and including the Ohio Turnpike

**Details :**

Class 1 – Abrasive blasting of any kind

Class 2 – Bridge painting, coating applications of any kind. All steel surface preparation other than abrasive blasting. All necessary rigging and containment building and all remedial/ spot blasting.

Class 3 – Tend to all equipment including but not limited to abrasive blasting, power washing, spray painting, forklifts, hoists, truck, etc. Load and unloading trucks, handle materials, man safety boats, handle traffic control, clean up/ vacuum abrasive blast materials and related tasks.

Class 4 – All aspects of concrete coating/ sealing including but not limited to preparation, containment, etc.

Class 5 – Verify and record that all work is completed according to job specifications. Assure that all health and safety standards are adhered to. Assure all traffic is safely handled.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Painter Local 841

Change # : LCN01-2021sksLoc841

Craft : Painter Effective Date : 11/17/2021 Last Posted : 11/17/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	\$28.18		\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$43.53	\$57.62
Paperhanger	\$28.18		\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$43.53	\$57.62
Painter Spray Gun Operator Any and Al Coatings)	\$29.03		\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$44.38	\$58.90
Swing Scaffold, Bosum Chair, & Window Jacks	\$28.93		\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$44.28	\$58.75
Sandblast, Painting of Standpipes, etc. from Scaffolds Open Structural Steel, Standpipes and Water Towers	\$29.43		\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$44.78	\$59.50
Epoxy Application	\$28.83		\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$44.18	\$58.60
Synthetic Exterior, Lead Abatement, Asbestos Removal	\$29.43		\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$44.78	\$59.50
Apprentice	Percent											
1st Year	53.24	\$15.00	\$6.85	\$2.72	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$25.57	\$33.07
2nd Year	60.00	\$16.91	\$6.85	\$3.14	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$27.90	\$36.35
3rd Year	70.00	\$19.73	\$6.85	\$3.57	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$31.15	\$41.01
4th Year	80.00	\$22.54	\$6.85	\$4.34	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$34.73	\$46.01

**Special Calculation Note :** Apprentice pay based on percentage of above appropriate classification.

**Ratio :**

1 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CARROLL, COSHOCTON, HOLMES, MEDINA,  
PORTAGE\*, STARK, SUMMIT\*, TUSCARAWAS,  
WAYNE

**Special Jurisdictional Note :** Summit Cnty: South of and including the Ohio Turnpike, Portage Cnty: North to and including the Ohio Turnpike

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2023ibLoc639

Craft : Painter Effective Date : 03/22/2023 Last Posted : 03/22/2023

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	\$25.28	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.68	\$0.00	\$0.00	\$27.87	\$40.51
Painter Sign Journeyman Tech/Team Leader Class B	\$25.28	\$1.70	\$0.21	\$0.00	\$0.49	\$0.00	\$0.68	\$0.00	\$0.00	\$28.36	\$41.00
Painter Sign Journeyman Tech/Team Leader Class C	\$25.28	\$1.70	\$0.21	\$0.00	\$0.97	\$0.00	\$0.68	\$0.00	\$0.00	\$28.84	\$41.48
Painter Sign Journeyman Tech/Team Leader Class D	\$25.28	\$1.70	\$0.21	\$0.00	\$1.46	\$0.00	\$0.68	\$0.00	\$0.00	\$29.33	\$41.97
Sign Journeyman Class A	\$25.00	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.67	\$0.00	\$0.00	\$27.58	\$40.08
Sign Journeyman Class B	\$25.00	\$1.70	\$0.21	\$0.00	\$0.48	\$0.00	\$0.67	\$0.00	\$0.00	\$28.06	\$40.56
Sign Journeyman Class C	\$25.00	\$1.70	\$0.21	\$0.00	\$0.96	\$0.00	\$0.67	\$0.00	\$0.00	\$28.54	\$41.04
Sign Journeyman Class D	\$25.00	\$1.70	\$0.21	\$0.00	\$1.44	\$0.00	\$0.67	\$0.00	\$0.00	\$29.02	\$41.52
Tech Sign Fabrication/ Erector Class A	\$19.67	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.53	\$0.00	\$0.00	\$22.11	\$31.95
Tech Sign Fabrication/ Erector Class B	\$19.67	\$1.70	\$0.21	\$0.00	\$0.38	\$0.00	\$0.53	\$0.00	\$0.00	\$22.49	\$32.33

Tech Sign Fabrication/ Erector Class C	\$19.67	\$1.70	\$0.21	\$0.00	\$0.76	\$0.00	\$0.53	\$0.00	\$0.00	\$22.87	\$32.71
Tech Sign Fabrication/ Erector Class D	\$19.67	\$1.70	\$0.21	\$0.00	\$1.13	\$0.00	\$0.53	\$0.00	\$0.00	\$23.24	\$33.08

**Special Calculation Note :** Other is for paid holidays.

**Ratio :**

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ADAMS, ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GREENE, HAMILTON, HANCOCK, HARDIN, HENRY, HIGHLAND, HOLMES, HURON, JACKSON, KNOX, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MERCER, MIAMI, MONTGOMERY, MORROW, MUSKINGUM, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, WARREN, WAYNE, WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :**

**Details :**

Class A: less that 1 year.

Class B: 1-3 years.

Class C; 3-10 years.

Class D: More than 10 years.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

Craft : Painter Effective Date : 06/10/2015 Last Posted : 06/10/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Metal Finisher/Helpers											
Top Helper Class A	\$19.09	\$3.65	\$0.00	\$0.00	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$23.40	\$32.94
Top Helper Class B	\$19.09	\$3.65	\$0.65	\$0.00	\$1.03	\$0.00	\$0.37	\$0.00	\$0.00	\$24.79	\$34.33
Top Helper Class C	\$19.09	\$3.65	\$1.00	\$0.00	\$1.76	\$0.00	\$0.37	\$0.00	\$0.00	\$25.87	\$35.41
Helper Class A	\$14.69	\$3.65	\$0.00	\$0.00	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$18.85	\$26.19
Helper Class B	\$14.69	\$3.65	\$0.65	\$0.00	\$0.79	\$0.00	\$0.28	\$0.00	\$0.00	\$20.06	\$27.40
Helper Class C	\$14.69	\$3.65	\$1.00	\$0.00	\$1.64	\$0.00	\$0.28	\$0.00	\$0.00	\$21.26	\$28.60
New Hire 90 Days	\$11.00	\$3.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.65	\$20.15

**Special Calculation Note :** Other is Sick and Personal Time

**Ratio :**

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,



PUTNAM, RICHLAND, ROSS, SANDUSKY,  
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,  
TRUMBULL, TUSCARAWAS, UNION, VAN  
WERT, VINTON, WARREN, WASHINGTON,  
WAYNE, WILLIAMS, WOOD, WYANDOT

### **Special Jurisdictional Note :**

#### **Details :**

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.

Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.

Class B Workers: More than 1 and less than 8 Years of Service.

Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in metal specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD \$1.50 per hour.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Plumber Pipefitter Local 94

Change # : LCN01-2021sksLoc94

Craft : Plumber/Pipefitter Effective Date : 11/24/2021 Last Posted : 11/24/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	\$36.33		\$8.83	\$6.19	\$0.77	\$0.00	\$6.30	\$0.10	\$0.00	\$0.00	\$58.52	\$76.68
Apprentice Hired After 05-01-2017												
1st Year	\$14.53		\$8.83	\$0.00	\$0.77	\$0.00	\$3.15	\$0.10	\$0.00	\$0.00	\$27.38	\$34.65
2nd Year	\$18.17		\$8.83	\$0.50	\$0.77	\$0.00	\$3.15	\$0.10	\$0.00	\$0.00	\$31.52	\$40.61
3rd Year	\$21.80		\$8.83	\$0.50	\$0.77	\$0.00	\$3.15	\$0.10	\$0.00	\$0.00	\$35.15	\$46.05
4th Year	\$25.43		\$8.83	\$0.50	\$0.77	\$0.00	\$4.73	\$0.10	\$0.00	\$0.00	\$40.36	\$53.07
5th Year	\$29.06		\$8.83	\$0.50	\$0.77	\$0.00	\$4.55	\$0.10	\$0.00	\$0.00	\$43.81	\$58.34
Apprentice If Hired Before 5-01-2017	Percent											
5th yr 1st 6mos	85.00	\$30.88	\$8.83	\$0.50	\$0.77	\$0.00	\$1.82	\$0.10	\$0.00	\$0.00	\$42.90	\$58.34
5th yr 2nd 6 months	90.00	\$32.70	\$8.83	\$0.50	\$0.77	\$0.00	\$1.82	\$0.10	\$0.00	\$0.00	\$44.72	\$61.07

**Special Calculation Note :** Other is International Training Fund.

**Ratio :**

1 Journeymen to 2 Apprentice  
 4 Journeymen to 3 Apprentice  
 6 Journeymen to 4 Apprentice  
 9 Journeymen to 5 Apprentice  
 11 Journeyman to 6 Apprentice

3 Journeyman to 1 Apprentice Thereafter

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CARROLL\*, STARK, WAYNE

**Special Jurisdictional Note :** In Carroll County the following townships are included: Ross, Monroe, Union, Lee, Orange, Perry and London.

**Details :**



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Roofer Local 88

Change # : LCN01-2022sksLoc88

Craft : Roofer Effective Date : 06/01/2022 Last Posted : 06/01/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$29.07		\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$49.85	\$64.39
HELPERS												
Helper -500 Hrs. 1st 6 months	\$16.27		\$2.25	\$0.00	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$20.60	\$28.73
Helper - 500 Hrs. 2nd 6 months	\$18.02		\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$38.80	\$47.81
2nd year Helper	\$19.76		\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$40.54	\$50.42
3rd year Helper	\$21.51		\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$42.29	\$53.05
4th year Helper	\$23.25		\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$44.03	\$55.66
5th year Helper	\$25.00		\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$45.78	\$58.28
Apprentice	Percent											
1st 6 months w/500 hrs	55.97	\$16.27	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$37.05	\$45.19
2nd 6 months w/500 hrs	62.00	\$18.02	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$38.80	\$47.82
3rd 6 months w/500 hrs	67.97	\$19.76	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$40.54	\$50.42
4th 6 months w/500 hrs	74.00	\$21.51	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$42.29	\$53.05
5th 6 months w/500 hrs	79.98	\$23.25	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$44.03	\$55.66
6th 6 months w/500 hrs	86.00	\$25.00	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$45.78	\$58.28

7th 6 months w/500 hrs	92.00	\$26.74	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$47.52	\$60.90
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**Special Calculation Note :** Roofers working in any form of coal tar pitch, whether hot or cold, installing and/or removing will be paid \$.25 more per hour.  
Other \$0.18 is for C.I.D.B.

**Ratio :**

No helper shall be used on any one job unless 1  
Journeymen, and 1 Apprentices are working on said  
job .One  
(1) Journeymen to One (1) Apprentice to One (1)  
Helper

**Jurisdiction ( \* denotes special jurisdictional  
note ) :**

ASHLAND, CARROLL, COSHOCTON,  
CRAWFORD, HOLMES, HURON, LORAIN\*,  
MEDINA, PORTAGE, RICHLAND, STARK,  
SUMMIT, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :** In Lorain County (South of the Turnpike)

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 (Akron)

Change # : LCN01-2022sksLoc33Akron

Craft : Sheet Metal Worker Effective Date : 06/01/2022 Last Posted : 06/01/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$33.89		\$9.35	\$13.20	\$0.93	\$0.00	\$7.20	\$0.00	\$0.00	\$0.00	\$64.57	\$81.52
Apprentice	Percent											
Apprentice												
1st year	60.00	\$20.33	\$9.35	\$4.81	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.66	\$44.83
2nd year	65.00	\$22.03	\$9.35	\$5.97	\$0.93	\$0.00	\$3.60	\$0.00	\$0.00	\$0.00	\$41.88	\$52.89
3rd year	70.00	\$23.72	\$9.35	\$6.37	\$0.93	\$0.00	\$3.60	\$0.00	\$0.00	\$0.00	\$43.97	\$55.83
4th year	80.00	\$27.11	\$9.35	\$7.18	\$0.93	\$0.00	\$3.60	\$0.00	\$0.00	\$0.00	\$48.17	\$61.73
5th year as of May 1, 2022 until completion of apprenticeship	80.00	\$27.11	\$9.35	\$7.18	\$0.93	\$0.00	\$3.60	\$0.00	\$0.00	\$0.00	\$48.17	\$61.73

**Special Calculation Note :** No special calculations for this skilled craft wage rate are required at this time.

## Ratio :

1 Journeymen to 1 Apprentice  
2 Journeymen to 1 Apprentice  
3 Journeymen to 2 Apprentice  
4 Journeymen to 2 Apprentice  
5-7 Journeymen to 3 Apprentice  
8-10 Journeymen to 4 Apprentice  
11-13 Journeymen to 5 Apprentice  
14, 15 Journeymen to 6 Apprentice  
and maintaining a three to one apprentice ratio thereafter.

## Jurisdiction ( \* denotes special jurisdictional note ) :

ASHLAND, CARROLL, COSHOCTON,  
CRAWFORD, HOLMES, MEDINA, PORTAGE,  
RICHLAND, STARK, SUMMIT, TUSCARAWAS,  
WAYNE

## Special Jurisdictional Note :

## Details :

Scope of Work: This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the a) manufacture, fabrication, assembling, handling, erection,

installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems, and air handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct-lining; (c) testing, servicing, and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Worker's International Association.

Industrial Door-Installation and service of overhead doors roll up doors, docks and dock leveling.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Sheet Metal Local 33 Industrial Door

Change # : LCN01-2022sksLoc33Industrial DoorClev

Craft : Sheet Metal Worker Effective Date : 08/01/2022 Last Posted : 07/27/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$23.92		\$8.66	\$5.55	\$0.17	\$0.00	\$2.15	\$0.00	\$0.00	\$0.00	\$40.45	\$52.41
Trainees	Percent											
1st 60 days Probationary Perios	52.00	\$12.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.44	\$18.66
61st day-12 months	58.00	\$13.87	\$8.66	\$1.92	\$0.17	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00	\$26.03	\$32.97
2nd yr	68.00	\$16.27	\$8.66	\$1.92	\$0.17	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$28.61	\$36.74
3rd yr	73.00	\$17.46	\$8.66	\$1.92	\$0.17	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00	\$29.90	\$38.63
4th yr	80.00	\$19.14	\$8.66	\$1.92	\$0.17	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$31.69	\$41.25
5th yr	86.00	\$20.57	\$8.66	\$1.92	\$0.17	\$0.00	\$1.91	\$0.00	\$0.00	\$0.00	\$33.23	\$43.52

Special Calculation Note ::

Ratio :

Jurisdiction ( \* denotes special jurisdictional note ) :

ASHLAND, ASHTABULA, CARROLL, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DEFIANCE, ERIE, FULTON, GEAUGA, HANCOCK, HENRY, HOLMES, HURON, LAKE, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PAULDING, PORTAGE, PUTNAM, RICHLAND, SANDUSKY, SENECA, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE, WILLIAMS, WOOD

Special Jurisdictional Note ::

Details :



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Truck Driver Bldg & Hwy Class 2  
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCNO1-2022sksBldgHwy

Craft : Truck Driver Effective Date : 06/08/2022 Last Posted : 06/08/2022

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>											
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks- Asphalt-Oil Spray bar men- 5 Axle & Over -Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	\$30.81	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.31	\$62.72
<b>Apprentice</b>	<b>Percent</b>										
First 6 months	79.98	\$24.64	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$41.14	\$53.46
7-12 months	87.25	\$26.88	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$43.38	\$56.82
13-18 months	90.00	\$27.73	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$44.23	\$58.09
19-24 months	94.98	\$29.26	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$45.76	\$60.40
25-30 months	100.00	\$30.81	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$47.31	\$62.72

**Special Calculation Note** : No special calculations for this skilled craft wage rate are required at this time.

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ADAMS, ALLEN, ASHLAND, ASHTABULA,  
ATHENS, AUGLAIZE, BELMONT, BROWN,  
BUTLER, CARROLL, CHAMPAIGN, CLARK,  
CLERMONT, CLINTON, COLUMBIANA,  
COSHOCKTON, CRAWFORD, DARKE, DEFIANCE,  
DELAWARE, ERIE, FAIRFIELD, FAYETTE,  
FRANKLIN, FULTON, GALLIA, GREENE,  
GUERNSEY, HAMILTON, HANCOCK, HARDIN,

HARRISON, HENRY, HIGHLAND, HOCKING,  
HOLMES, HURON, JACKSON, JEFFERSON,  
KNOX, LAWRENCE, LICKING, LOGAN, LORAIN,  
LUCAS, MADISON, MAHONING, MARION,  
MEDINA, MEIGS, MERCER, MIAMI, MONROE,  
MONTGOMERY, MORGAN, MORROW,  
MUSKINGUM, NOBLE, OTTAWA, PAULDING,  
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,  
PUTNAM, RICHLAND, ROSS, SANDUSKY,  
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,  
TRUMBULL, TUSCARAWAS, UNION, VAN  
WERT, VINTON, WARREN, WASHINGTON,  
WAYNE, WILLIAMS, WOOD, WYANDOT

### **Special Jurisdictional Note :**

#### **Details :**

\*\* Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Truck Driver Bldg & Hwy Class 1  
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCRO1-2021fbBldgHwy

Craft : Truck Driver Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor - Asphalt Distributor-Tandems	\$29.24		\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44	\$60.06
Apprentice	Percent											
First 6 months	80.00	\$23.39	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.59	\$51.29
7-12 months	85.00	\$24.85	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.05	\$53.48
13-18 months	90.00	\$26.32	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.52	\$55.67
19-24 months	95.00	\$27.78	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.98	\$57.87
25-30 months	100.00	\$29.24	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44	\$60.06

**Special Calculation Note :** No special calculations for this skilled craft wage rate are required at this time.

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN,



HARRISON, HENRY, HIGHLAND, HOCKING,  
HOLMES, HURON, JACKSON, JEFFERSON,  
KNOX, LAWRENCE, LICKING, LOGAN, LORAIN,  
LUCAS, MADISON, MAHONING, MARION,  
MEDINA, MEIGS, MERCER, MIAMI, MONROE,  
MONTGOMERY, MORGAN, MORROW,  
MUSKINGUM, NOBLE, OTTAWA, PAULDING,  
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,  
PUTNAM, RICHLAND, ROSS, SANDUSKY,  
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,  
TRUMBULL, TUSCARAWAS, UNION, VAN  
WERT, VINTON, WARREN, WASHINGTON,  
WAYNE, WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :**

**Details :**

\*\* Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Change # : LCR01-2017fbLoc71VDV

Craft : Voice Data Video Effective Date : 10/18/2017 Last Posted : 10/18/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Installer Technician I	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69
Installer Technician II	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator I	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator II	\$18.43	\$5.50	\$0.55	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$24.78	\$33.99
Installer /Repair Outside	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Ground Driver W/CDL	\$15.83	\$5.50	\$0.47	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$22.10	\$30.01
Groundman	\$13.24	\$5.50	\$0.40	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$19.44	\$26.06
Cable Splicer	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69

Special Calculation Note ::

Ratio :

Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW,

MUSKINGUM, NOBLE, PERRY, PICKAWAY,  
PIKE, PORTAGE, PREBLE, RICHLAND, ROSS,  
SCIOTO, SHELBY, STARK, SUMMIT,  
TRUMBULL, TUSCARAWAS, UNION, VINTON,  
WARREN, WASHINGTON, WAYNE

### **Special Jurisdictional Note :**

#### **Details :**

**Cable Splicer:** Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber.

**Journeyman Technician I:** Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience.

**Installer/Repairman:** Perform tasks of repairing, installing, and testing phone and CATV services.

**Technician II:** Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks.

**Equipment Operator I:** Able to operate a digger derrick or bucket truck. Have at least 5 years of experience and must have a valid CDL license.

**Equipment Operator II:** Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license.

**Groundman W/CDL:** Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling downguys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience.

**Groundman:** Perform tasks such as: climbing poles, pulling downguys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Electrical Local 540 Voice Data Video

Change # : LCN01-2022sksLoc540VDV

Craft : Voice Data Video Effective Date : 08/29/2022 Last Posted : 08/26/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician	\$23.26		\$6.50	\$4.79	\$0.58	\$2.33	\$2.07	\$0.77	\$0.00	\$0.00	\$40.30	\$51.93
Cable Puller	\$13.26		\$6.50	\$0.00	\$0.30	\$0.00	\$0.40	\$0.40	\$0.00	\$0.00	\$20.86	\$27.49
Apprentice Starting Prior to 08/01/2020												
6th Step 90%	\$20.93		\$6.50	\$4.79	\$0.51	\$1.67	\$2.07	\$0.68	\$0.00	\$0.00	\$37.15	\$47.61
Apprentice Starting After 08/01/2020	Percent											
1st Step	60.00	\$13.96	\$6.50	\$0.00	\$0.31	\$0.00	\$1.24	\$0.42	\$0.00	\$0.00	\$22.43	\$29.40
2nd Step	65.00	\$15.12	\$6.50	\$3.11	\$0.37	\$1.21	\$1.35	\$0.49	\$0.00	\$0.00	\$28.15	\$35.71
3rd Step	75.00	\$17.44	\$6.50	\$3.59	\$0.42	\$1.40	\$1.55	\$0.57	\$0.00	\$0.00	\$31.48	\$40.20
4th Step	85.00	\$19.77	\$6.50	\$4.07	\$0.48	\$1.58	\$1.76	\$0.64	\$0.00	\$0.00	\$34.80	\$44.69

**Special Calculation Note** : OTHER = (NEBF) National Electrical Benefit Fund.

VACATION PAY - For Journeymen is 10% of wages and 8% for Apprentices.

**Ratio :**

1-3 Journeyman to 2 Apprentice  
4-6 Journeyman to 4 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CARROLL\*, COLUMBIANA\*, HOLMES,  
MAHONING\*, STARK, TUSCARAWAS\*, WAYNE\*

\*\* Exception - When fire alarm falls within the scope of this addendum, Cable Pullers can be used to aid in test and be the 2nd Teledata employee on the job

**Special Jurisdictional Note** : Carroll County includes the following townships: North half including Fox, Harrison, Rose and Washington. Tuscarawas County includes the following townships: The

portion North of Auburn, Clay, Rush and York. Wayne County includes the following townships: The portion South of Baughman, Chester, Green, and Wayne. Columbiana County includes Knox township. Mahoning County includes Smith township.

**Details :**

CABLE PULLERS - are for the installation of cable from one termination point to another.

The following work is EXCLUDED from the Teledata Technician work scope:

- \* - Installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.
- \* - Installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 feet.
- \* - Fire Alarm work on all new construction sites or wherever the fire alarm system is installed in conduit.
- \* - All HVAC control work.