

CITY OF MASSILLON, OHIO

STA MAIN AVE AND TREMONT SW **ROUNDAABOUT PROJECT PID#120493** SBE GOAL 8%

Contractor must be on the ODOT pre-qualified list of Contractors

Bid Opening Date **APRIL 07, 2026**

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
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 **APRIL 07, 2026**, 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 **STA Main and Tremont SW Roundabout Project PID#120493**(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 Alex Pitts, P.E., City Engineer, 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, 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,

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/per occurrence) 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.

Small Business (SBE) Requirement. SBE participation goals (Subcontracts, materials, supplies) have been set on this project for those certified as SBEs in accordance with the TEA-21 (1998) and 49 CFR, Part 26, and qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code (O.R.C.)." At the beginning following the project identification the SBE goal designation is written, i.e. SBE Goal: 8%

All Bidders Shall conform to SBE Certification before the time of bid opening to the following website <https://www.transportation.ohio.gov/working/external-workforce/certification/sbe>

Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force at the time of bid, at the time of award, and through the life of the

construction contract. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. The "prime" contractor must perform no less than 30 percent of the total original contract price.

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

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

Reneè Baker-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 Reneè Baker

Director of Public Safety and Service

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

Telephone: 330-830-1722

Fax: 330-830-1786

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

D. PROJECT

1. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for STA Main Ave and Tremont SW Roundabout Project PID#120493 (the "Project"), all in accordance with the Drawings and Specifications prepared by the Design Professional.

E. WORK

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

Bid Package # and Description

Estimated Construction Cost:

STA MAIN AVE AND TREMONT SW ROUNDABOUT \$1,185,470.15
PROJECT PID#120493

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

F. ESTIMATE OF COST

1. The total estimated construction cost for the **Base bid Work** for the Project for which bids are being solicited at this time is \$1,185,470.15

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 may be obtained by contacting AA Blueprint – 2757 Gilchrist Road, Akron, Ohio 44305, (330) 794-8803, www.aaplanroom.com, upon payment of for each set, plus tax, shipping and handling. The fee is non-refundable.**

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

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

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

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

H. PREPARATION OF BIDS

1. All bids must be submitted on the Bid Forms furnished with the Contract Documents. Bidders must completely fill out the bid sheets. The proposal page is the only form upon which the proposed bid price can be offered. Bidder's quote sheets, letters, or other materials cannot be used in lieu of the proposal page. When descriptive literature is included with the bid submittal, they shall be considered only for informational purposes. Payment, warranty and other terms that may appear on such forms that vary from the terms of the contract documents shall be considered null and void.
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.

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 **City of Massillon and the Ohio Department of Transportation.**
- 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's intent is to award a single contract for the base bid package and alternate #2, plus any additional add alternates. 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 the accepted alternate. 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. ODOT LPA Template- Refer to ITB-13, Y.
11. OPWC Proposal Notes- Refer to ITB12, W.
12. No Bidder may withdraw its bid within sixty (60) days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.
- 13 The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
- 14 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 may be specified. Each bid could 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. 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 requests bids on alternate items. The Bidder shall include the cost of the alternates requested on its Bid Form, and the add alternates.
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 or an add 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 add 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 add 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 alternate #2 and add 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 add alternate not included in the Contract, the Owner reserves the right to reinstate the add 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. 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 AA Blueprint 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.

N. UNIT PRICE

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. Unit Price Material (B) plus Unit Price Labor (C) multiplied by the Unit quantity (A) equals the Total Bid price per item (D).

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	Date for Substantial Completion
<u>04/21/2026</u>	<u>11/25/2026</u>

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

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

Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

R. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

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

S. MODIFICATION/WITHDRAWAL OF BIDS

1. 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. Findings for Recovery / Federal Excluded Parties List (EPL) Reviewed (attach copies)
<https://ohioauditor.gov/findings.html> and <https://www.sam.gov/index.html/#1>.

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

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

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

X. ODOT LPA TEMPLATE REQUIREMENTS

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

1. **NOTE: The Contractor must complete and return with the bid Section 5. FEDERALLY REQUIRED EEO CERTIFICATION FORM on PAGE 3 of the ODOT LPA TEMPLATE, Contract Provisions**

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: Reneè Baker, 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 **STA MAIN AVE AND TREMONT SW ROUNDABOUT PROJECT PID#120493** 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.

The CITY OF MASSILLON, OHIO

THE UNDERSIGNED certifies that _____ personally and carefully examined the location of the proposed 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:

Main Ave W and Tremont Ave SW - RAB PID 120493

STATE ITEM #	DESCRIPTION	QUANTITY (A)	UNIT	UNIT COST		TOTAL COST (D)
				MATERIAL (B)	LABOR (C)	
103	Premium for Contract Performance Bond and for Payment Bond	1.00	LS			
	ROADWAY					
201	Clearing and Grubbing, As Per Plan	1.00	LS			
202	Pavement Removed	47858.00	SY			
202	Curb and Gutter Removed	182.00	FOOT			
202	Curb Removed	808.00	FOOT			
202	Walk Removed	6815.00	SF			
202	Pipe Removed	382.00	FOOT			
202	Manhole Removed	1.00	EACH			
202	Catch Basin Removed	8.00	EACH			
203	Excavation	2384.00	C.Y.			
203	Embankment	1747.00	C.Y.			
204	Subgrade Compaction	4185.00	S.Y.			
204	Proof Rolling	4.00	HOUR			
	ENVIROMENTAL / REMEDIATION					
690	Work Involving PCS	570.00	TON			
690	Non-Regulated Water	100.00	GALLON			
690	Regulated Water	100.00	GALLON			
	EROSION CONTROL					
659	Soil Analysis Test	2.00	EACH			
659	Topsoil	274.00	CY			
659	Seeding and Mulching, Class 1	2466.00	SY			
659	Commercial Fertilizer	0.33	TON			
659	Lime	0.51	ACRES			
659	Water	13.31	M GAL			
659	Mowing	5.55	M SF			
832SS	Special- Construction Erosion Control	1.00	LS			

STATE ITEM #	DESCRIPTION	QUANTITY (A)	UNIT	UNIT COST		TOTAL COST (D)
				MATERIAL (B)	LABOR (C)	
	<i>DRAINAGE</i>					
605	4" Shallow Pipe Underdrains With Geotextile Fabric	2123.00	FOOT			
611	12" Type B Conduit	315.00	L.F.			
611	Catch Basin Type MASS7030	7.00	EACH			
611	Manhole Type, MH-MASS7030	1.00	EACH			
611	Manhole Type, MH-MASSV4510	1.00	EACH			
611	Manhole Type, MASS1048-R	3.00	EACH			
	<i>PAVEMENT</i>					
254	Pavement Planing, Asphalt Concrete T=0" TO T=3"	664.00	S.Y.			
301	Asphalt Concrete Base	678.00	C.Y.			
304	Aggregate Base	698.00	C.Y.			
407	Non-Tracking Tack Coat	838.00	GAL.			
408	Prime Coat	953.00	GAL.			
441	Asphalt Concrete Surface Course, Type 1, (448) PG 64-22	175.00	C.Y.			
441	Asphalt Concrete Intermediate Course, Type 1, (448) PG 64-22	175.00	C.Y.			
452	9" Non-Reinforced Concrete Pavement, Class OC MS, (Decorative)	399.00	S.Y.			
452	6" Non-Reinforced Concrete Pavement, Class OC MS	742.00	S.Y.			
608	4" Concrete Walk	5780.00	SF			
608	Curb Ramp	453.00	SF			
609	Combination Curb and Gutter, Type 2	1637.00	FOOT			
609	Interior Mountable Truck Apron Curb	220.00	FOOT			
609	Curb, Type 6	370.00	FOOT			
609	Exterior Mountable Truck Apron Curb	266.00	FOOT			
	<i>SANITARY</i>					
611	Sanitary Manhole Mass-1048-R (Rehab)	4.00	EACH			
	<i>TRAFFIC</i>					
630	Sign, Flat Sheet, As Per Plan	233.00	SF			
630	Ground Mounted Support, No 4 Post Type S	438.10	FOOT			
630	Sign Post Reflector	6.00	EACH			
632	Removal of Traffic Signal Installation	7500.00	LS			
644	Crosswalk Line, 12"	220.00	FOOT			
644	Transverse/Diagonal Line	36.00	FOOT			
644	Edge Line, 6" (White)	0.02	MI			
644	Edge Line, 6" (Yellow)	0.07	MI			

STATE ITEM #	DESCRIPTION	QUANTITY (A)	UNIT	UNIT COST		TOTAL COST (D)
				MATERIAL (B)	LABOR (C)	
644	Center Line, 6"	0.14	MI			
644	Dotted Line, 6"	86.00	FOOT			
644	Pavement Marking, Misc.: Yield Line	38.00	FOOT			
	LANDSCAPING					
661	Mulch, As Per Plan [4" Thick]	193.00	SY			
661	Green Vase Zelkova	4.00	EACH			
661	Sea Green Juniper	28.00	EACH			
661	Russian Sage	40.00	EACH			
661	Walkers Low Catmint	20.00	EACH			
661	Happey Returns Daylily	28.00	EACH			
661	Combination of Colors Yarrows	20.00	EACH			
661	Blacked Eye Susan	39.00	EACH			
661	Adigio Maiden Grass	22.00	EACH			
662	landscape watering	1200.00	GALLON			
	MAINTENANCE OF TRAFFIC					
614	Detour Signing, As Per Plan	1.00	L.S.			
	MISC					
614	Maintaining Traffic	1.00	L.S.			
SPEC	Construction Layout Stakes and Surveying	1.00	L.S.			
SPEC	Mobilization	1.00	L.S.			
					BID TOTAL	

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 there is difference between the total bid amount and the total of the individual amounts for labor and materials stated under a bid package, the total of the individual amounts shall be the amount deemed to be inserted in the blank for the total labor and materials for each bid package.

TRANSFER TOTALS FROM BID FORM

TOTAL PROJECT BID: _____
BID (from Specification Form)

ALL LABOR AND MATERIALS for the sum of \$ _____

(Base Bid amount stated in words)

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

Address

Name

Address

Name

Address

END OF SECTION

ODOT Local-let Federal Bid Doc Template

ODOT's LPA Template (ODOT Specification Book and LPA Specification Book)

Required Contract Provisions

1 ODOT's 2023 Construction and Material Specifications (C&MS) and its Supplements

ODOT's Construction and Material Specifications (C&MS) and its supplements are fully incorporated by reference, as if they were rewritten here. This incorporation does not affect the order of precedence outlined in Section 105.04 of the C&MS Manual.

When bidding on this project, the Prime Contractor should replace the terms "the department," "the engineer," "the DCE," and "the DCA" with "the Local Public Agency (LPA)." Additionally, this document does not change the LPA's duty to comply with the Ohio Revised Code (O.R.C.), local ordinances, and/or other applicable requirements.

2 PN (Proposal Note) 100 for LPA Projects

LPAs have the option to incorporate [PN 100](#) into their contracts to include specific preferences.

PN 100 Inclusion Options (Check One):

PN 100 is included in the contract

PN 100 is not included in the contract

If PN 100 is included, it must be edited and added to the contract.

3 PN 133 – 07/18/2025 – Products Produced in the United States

The requirements of this note replace the domestic material requirements in 106.09 of the C&MS.

Furnish products that are produced in the United States according to the applicable provisions of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, which includes the Build America, Buy America Act (BABA) Pub. L. 117-58, §§ 70901-27, and 23 CFR 635.410.

A. Federal Requirements. All steel or iron products incorporated permanently into the work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. "Manufacturing" is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing as it relates to steel or iron products begins with the initial melting and mixing and continues through the bending and coating stages.

"Manufactured products" means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

All manufactured products used in the project must be manufactured in the United States ("final assembly requirement") and have greater than 55 percent of the manufactured product's components, by cost, be mined, produced, or manufactured in the United States ("55 percent requirement"). "Component" means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or, where applicable, an iron or steel product. If a manufactured product is predominately iron, steel or a combination of both it must meet the above requirements for steel or iron products. Predominately iron or steel or a

combination of both means the total cost of the iron and steel content exceeds 50 percent of the total cost of all its components. Manufactured products on projects that receive Federal authorization on or after October 1, 2025 must meet the final assembly requirement. Manufactured products on projects that receive Federal authorization on or after October 1, 2026 must meet the final assembly requirement and the 55 percent requirement.

All construction materials must be manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Construction materials brought on site and combined with other materials are not considered manufactured products.

Precast concrete products that are classified as manufactured products must have their predominantly iron or steel components meet the above requirements for iron and steel. The cabinets or other enclosures of intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way and classified as manufactured products must comply with the above requirements for iron and steel if the cabinet or enclosure is predominately iron or steel.

B. Exceptions. The Director may grant specific written permission to use non-domestic steel or iron products in any type of construction in accordance with 23 CFR 635.410(b)(4). The Director may grant such exceptions under the following condition:

The cost of products to be used does not exceed 0.1 percent of the total contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.

The Director may grant specific written permission to use non-domestic construction materials or manufactured products in any type of construction in accordance with 2 CFR Part 184. The Director may grant such exceptions under the following conditions:

The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project; or applicable costs are defined as the cost of materials (including the

cost of any manufactured products) used in the project that are subject to a domestic preference requirement the actual cost of the materials, not the anticipated cost of those materials.

The total amount of the federal financial applied to the project, through awards or subawards, is below \$500,000;

The Prime Contractor may request an exception on forms provided by the Department.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

C. Proof of Domestic Origin. Furnish certification to the engineer showing the domestic origin of all products covered by this section before they are incorporated into the work. The Daily Source Report form itself is not acceptable certification of domestic origin. Acceptable documentation could be a specification sheet or cut sheet with the country of origin identified on the sheet. Non-domestic product(s) incorporated into the work does not relieve the Prime Contractor of any responsibility to correct the work up to and including removal and replacement of the non-domestic product(s). Products without a traceable domestic origin will be treated as a non-domestic product.

4 Prequalification

Only ODOT-prequalified contractors are eligible to submit bids for this project. Prequalification status must be in force at the time of bid, at the time of award, and through the life of the construction contract. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. **The Prime Contractor must perform no less than 30 percent of the total original contract price.**

5 Federally Required Equal Employment Opportunity Certification Form

The bidder hereby certifies that he or she **has, has not**, participated in a previous contract or subcontract subject to the equal opportunity clause, and that he or she **has, has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity ("EEO"), all reports due under the applicable filing requirements. **The bidder must circle the appropriate "has" or "has not" above.**

6 PN 017 - 10/15/2004 - FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE

The EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause (41 CFR 60-1.4). Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5.

Currently, Standard Form 100 (EEO-1) is the only report required by the implementing regulations.

Proposed Prime Contractors and subcontractors who have participated in a previous contract or subcontract and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of

contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration (FHWA) or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

7 PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS

1. Has there been an initial decision in the matter? This can be:
 - a. An existing published wage determination
 - b. A survey underlying a wage determination
 - c. A Wage and Hour Division letter setting forth a position on a wage determination matter
 - d. A conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those regional offices have responsibility for the Davis-Bacon survey program. If the response for this initial contact is not satisfactory, the process described in Subsections 2. and 3. should be followed.

Regarding any other matter not yet ready for the formal process described within this section, initial contact should be made with the Branch of Construction Wage Determinations by writing to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 20210

2. If the answer to the question in Subsection 1. is yes, an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (see 29 CFR 1.8 and 29 CFR Part 7) by writing to:

Wage and Hour Administrator
U. S Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requester considers relevant to the issue.

3. If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board) by writing to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

All decisions by the Administrative Review Board are final.

8 PN 061 – 01/20/2016 -WAGE SCALE ON ALL FEDERAL-AID PROJECTS

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements.

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at the website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.

This USDOL wage decision may be viewed at <https://sam.gov/wage-determinations>.

This contract requires the payment of the total of the basic hourly rates plus the fringe benefits payments for each classification in accordance with the following regulations, which by reference are made part of this contract:

1. The USDOL Regulations, 29 CFR 5.5, 5.31, and 5.32, most recent revision at contract execution.
2. Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the termination of the contract and debarment.

The Prime Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in Section 109.12 of the C&MS. The Prime Contractor's and all subcontractor's payroll records and canceled pay checks shall be made available for inspection by ODOT and USDOL, upon request, anytime during the life of the contract, and for three years thereafter by USDOL. Additionally, the Prime Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The wage and fringe rates determined for this project shall be posted by the Prime Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers.

The Prime Contractor and subcontractors shall submit certified payrolls each week beginning three weeks after the start of work. These payrolls shall include but not limited to the following:

1. Employee name, address, social security number, classification, and hours worked.
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The contract ID and pay week dates.
4. Signature of an authorized company representative.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project.

Please be aware that it is ultimately the responsibility of the Prime Contractor to ensure that all laws relating to prevailing wages in the USDOL Regulations, 29 CFR Parts 1 and 5, are strictly adhered to by all subcontractors on the project.

If the Prime Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, ODOT may terminate the contract, debar the Prime Contractor or subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

9 Limitation on Use of Contract Funds for Lobbying

- A. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief that:
 - 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

10 PN 045 - 10/15/2004 - NON -COLLUSION AFFIDAVIT

In accordance with 23 U.S.C. 112 and O.R.C. Chapter 1331 et. seq. and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he/she or his/her agents or employees have not entered, either directly or indirectly, into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit as permitted by 28 U.S.C. 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Knowledge of possible bid rigging, bidder collusion, or other fraudulent activities can also be reported via e-mail (hotline@oig.dot.gov) or through their website [Report Fraud Hotline | DOT OIG](#)

11 Drug Free Safety Program

During the life of this project, the Prime Contractor, and all its subcontractors that provide labor on the project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation (OBWC) Drug-Free Safety Program (DFSP) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in the OBWC DFSP or a comparable program approved by the OBWC, ODOT requires each Prime Contractor and subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Prime Contractors and subcontractors. Upon request, the Prime Contractor and subcontractor shall provide evidence of required testing to ODOT.

Each subcontractor shall require all lower-tier subcontractors that provide labor on the project site with whom the subcontractor is in contract with for the work to be enrolled in and be in good standing in the OBWC DFSP or a comparable program approved by the OBWC prior to a lower-tier subcontractor providing labor at the site.

ODOT will declare a bid non-responsive and ineligible for award if the Prime Contractor is not enrolled and in good standing in the OBWC DFSP Discount Program or a similar program approved by OBWC within 8 days of the bid opening. Furthermore, ODOT will deny all requests to sublet when the subcontractor does not comply with the provisions of this section.

Failure of the Prime Contractor to require a subcontractor to be enrolled in and be in good standing in the OBWC DFSP or a comparable program approved by the OBWC prior to the time that the subcontractor provides labor at the site, shall result in the Prime Contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that Prime Contractor, or the subcontractor who was not enrolled in a program, for future contracts with the state for five years after the date of the breach.

12 Ohio Workers' Compensation Coverage

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

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

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

13 PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY

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

14 PN 039 - 10/15/2004 - ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

The Prime Contractor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. As consideration for the award of the contract and intent to be legally bound, the Prime Contractor acting herein by and through the person signing this contract on behalf of the contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT and/or the LPA any and all right, title, and interest to any and all claims and causes of action the Prime Contractor now has or hereafter requires under state or federal antitrust laws provided the claims or causes of action related to the goods or services are the subject to the contract. In addition, the Prime Contractor warrants and represents that it will require all of its subcontractors and first-tier suppliers to assign all federal and state antitrust claims and causes of action to ODOT and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT and/or the LPA for all antitrust claims and causes of action regarding subcontractors.

15 PN 024 – 04/21/2006 – US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above-referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event the contractor or its agents refuse or fail to adhere to the requirements of the US Army Corps of Engineers 404 Permit and/or the Ohio Environmental Protection Agency's 401 Water Quality Certification and an assessment or fine is made or levied against ODOT and/or the LPA, the Prime Contractor shall reimburse ODOT and/or the LPA within 30 calendar days of the notice of assessment or fine, or ODOT may withhold the amount of the fine from the Prime Contractor's next pay estimate. All money collected or withheld from the Prime Contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against ODOT due to the Prime Contractor's refusal or failure to comply with the permits.

16 PN 008 – 11/7/2025 – SMALL BUSINESS ENTERPRISE (SBE) TRUCKING; SBE SUPPLIERS

COUNTING SBE TRUCKING TOWARDS SBE CONTRACT GOALS

The Apparent Low Bidder/Awarded Contractor may meet a Small Business Enterprise (SBE) contract goal using SBE trucking firms, but only when such firms perform a commercially useful function (CUF). The Bidder/Apparent Low Bidder/Awarded Contractor must not include an SBE trucking firm on its SBE Utilization Plan if it is aware that the firm will not be performing a CUF. Even if an SBE trucking firm will be performing a CUF, the dollar amount of trucking services it provides may not be fully countable towards the SBE contract goal. When including an SBE trucking firm that will be performing a CUF on its SBE Utilization

Plan, the Bidder/Apparent Low Bidder/Awarded Contractor must only include the portion of the dollar amount of which it is aware will count towards the SBE contract goal. The Apparent Low Bidder/Awarded Contractor becomes aware (or is made aware) the SBE trucking firm is subcontracting out duties, PN 015, PN 031, & PN 032 still apply. The SBE trucking firm must follow PN 061 for work on site above de minimus. All Proposal Notes are the Apparent Low Bidder/Awarded Contractor's ultimate responsibility on the project. The Apparent Low Bidder/Awarded Contractor is responsible for performing any Good Faith Efforts (GFEs) that may be necessary if it includes, in good faith, an SBE trucking firm on its SBE Utilization Plan and the Apparent Low Bidder/Awarded Contractor becomes aware (or is made aware) that the SBE trucking firm is not performing a CUF or that the trucking services provided by the SBE trucking firm are not countable to the extent previously believed.

An SBE trucking firm performs a CUF only when:

- It provided the Bidder/Apparent Low Bidder/Awarded Contractor with a quote. The SBE trucking firm must be given the opportunity to negotiate its rates.
- It is responsible for the management and supervision of its entire trucking operation, including any valid arrangement(s) (as described below) in which its services are countable towards the SBE contract goal. The extent of the SBE trucking firm's management and supervision are considered on a case-by-case basis. The existence of a contract between the Awarded Contractor and the SBE trucking firm or an SBE trucking firm and a 2nd tier subcontractor is not in and of itself an indicator that the SBE trucking firm is performing a CUF, especially if the contract exists for the mere purpose of creating the appearance of SBE participation.
- It must own and operate at least one fully licensed, properly insured, and operational truck used on the contract.

When an SBE trucking firm performs a CUF, the dollar amount of trucking services it provides counts towards the SBE contract goal only in instances meeting at least one of the following criteria:

- It provides trucking services using trucks it owns, properly insures, and operates using drivers it employs (i.e., that are not 1099 "employees"/independent contractors).
- It provides trucking services with trucks that are leased on a long-term basis (i.e., one year or more) from a non-SBE truck leasing company, properly insured, and operated by drivers it employs.

The dollar amount of trucking services provided using leased trucks will only be countable in cases where all the following circumstances apply:

- The SBE trucking firm's lease indicates that the SBE trucking firm has exclusive use of and control over the leased truck(s), including responsibility for maintenance and insurance. This does not preclude the leased truck(s) from working for others during the term of the lease with the SBE trucking firm's consent, as long as the lease gives the SBE trucking firm absolute priority for use of the leased truck(s).
- The leased trucks display the SBE trucking firm's name and federal identification number.
- The leased truck(s), when onsite, carry a copy of the lease agreement.
- PN 015 has been followed

SBE TRUCKING DISCLOSURE AFFIDAVITS

In order to ensure that Prime Contractors are monitoring SBE trucking/hauling operations on projects with federal funding, Prime Contractors must complete a monthly SBE Trucking Disclosure Affidavit ("Affidavit"). An Affidavit must be completed for all SBE trucking/hauling operations, regardless of whether the work is

counting towards an SBE contract goal. The Affidavit will be completed by the Prime Contractor and emailed to the Local Public Agency (LPA) by the 10th of each month. This information will be used to affirm SBE and non-SBE trucking utilized by each SBE firm performing those duties during the previous month.

The LPA will monitor trucking with the following requirements for all Local-let projects:

1. The LPA will require Prime Contractors to provide it with a master list of trucks for all anticipated 1st and 2nd Tier SBE trucking firms at the time of the pre-construction meeting. Prime Contractors must use the LPA Project DBE/SBE Trucking Information form for this purpose, which is available at [7 Construction Contract Administration | Ohio Department of Transportation](#).

Note: If SBE trucking/hauling does occur, the Prime Contractor must notify the LPA within 24 hours of the SBE trucking activity. The Prime Contractor will then complete the Affidavits as required below on each Prompt Payment Spreadsheet.

2. The LPA will require Prime Contractors to complete the Affidavit disclosing the SBE trucking operations during the previous month when completing the Prompt Payment Spreadsheet in GoFormz. The Prime Contractor will complete the Trucking Affidavit section on the Prompt Payment Spreadsheet on each reimbursement submittal. The Prime Contractor will select one of the following options on the Trucking Affidavit section of the form:
 - The SBE firm performed trucking by utilizing its own equipment and workforce and/or work was subcontracted to another SBE (i.e. only trucking that can be counted for SBE participation was utilized).
 - The SBE firm utilized SBE & Non-SBE trucking.

Note: If selected, the Prime will provide a list of Non-SBE trucking that was utilized (i.e., not all trucking will earn SBE credit).

- No trucking was performed.

Note: No other information is required. The Prime will sign and submit the Affidavit.

3. The LPA will perform a check of the Affidavit when reviewing the Prompt Payment Spreadsheet. The LPA will follow up on any red flags, for example, if the LPA compares information collected during the CUF process with the affidavit and sees any discrepancies.

Opening Prompt Payment (PP) Spreadsheet (Trucking Affidavit Section on PP Spreadsheet) through GoFormz:

1. Obtain a MyODOT account at <https://myodot.dot.state.oh.us/>
2. Send an email to GoFormz.Help@dot.ohio.gov with Create GoFormz Account in the subject line.
3. GoFormz account information will be emailed back.
4. Access GoFormz at <https://www.goformz.com/>

Additional guidance can be found in the [GoFormz LPA/Prime Contractor Contract Compliance End User Guide](#) (Word).

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the Prime Contractor to follow the Affidavit requirements may result in the imposition of sanctions as follows:

- 1st Level Occurrence: The LPA will issue a Letter of Reprimand to the contractor if:

- there is a failure to submit the Affidavit and/or the Affidavit is not submitted timely;
or
- the Prime Contractor completes the No Anticipated SBE Trucking Affidavit, utilizes 1st or 2nd tier SBE trucking and does not notify the LPA within 24 hours of the activity.
- 2nd Level Occurrence: The LPA may withhold an estimate in the amount due to the SBE trucking firm(s) that the Affidavit was not submitted for if:
 - there is a failure to submit the Affidavit and/or the Affidavit is not submitted timely; or
 - the Prime Contractor completes the No Anticipated SBE Trucking Affidavit, utilizes SBE trucking and does not notify the LPA within 24 hours of the activity.
- 3rd Level Occurrence: If a pattern of not submitting the Affidavit persists or the Prime Contractor has falsified, misrepresented or withheld information, the LPA and/or ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- The Prime Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Prime Contractor's culpability;
- any steps taken to rectify;
- the Prime Contractor's record of performance on other projects; and
- the number of times the Prime Contractor has been previously sanctioned by the LPA and/or ODOT in the previous three (3) years.

COUNTING MATERIALS AND SUPPLIES PURCHASES FROM SBE SUPPLIERS

The Bidder/Awarded Contractor may meet a Small Business Enterprise (SBE) contract goal using SBE suppliers. The dollar amount of materials purchased from an SBE supplier will not be fully countable towards the SBE contract goal unless the SBE supplier manufactures the materials. When the SBE supplier does not manufacture the materials, the percentage that is countable towards the SBE contract goal will be either 60 percent or 40 percent if the SBE supplier meets certain conditions, or else only the SBE supplier's reasonable fees or commissions will be countable. When including an SBE supplier on its SBE Utilization Plan and Affirmations, the Apparent Low Bidder/Awarded Contractor must specify both the transaction amount and the participation amount (i.e., the portion of the transaction amount of which it is aware will count towards the SBE contract goal).

The Apparent Low Bidder/Awarded Contractor is responsible for performing any GFEs that may be necessary if it includes, in good faith, an SBE supplier on its SBE Utilization Plan and the Apparent Low Bidder/Awarded Contractor becomes aware, or is made aware, that the materials purchased from the SBE supplier are not countable to the extent previously believed.

The Bidder/Apparent Low Bidder/Awarded Contractor must seek information from SBE suppliers to allow it to be sufficiently informed about the nature of the transaction and which scenario listed below applies. The Apparent Low Bidder/Awarded Contractor must document this information on the SBE Affirmation Form at [Affirmation Form | Ohio Department of Transportation](#).

SBE SUPPLIER COUNTING SCENARIOS

- The purchase price of materials obtained from an SBE supplier may be fully countable only if the SBE supplier:
 - Manufactures the materials, as indicated by the information provided by the SBE supplier, subject to verification by the Department. A manufacturer SBE supplier is a firm that owns, or leases, and operates a factory or establishment that produces on

site the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When an SBE makes minor modifications to the materials, supplies, articles, or equipment, the SBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product; and

- Is identified by ODOT as having the demonstrated capacity to manufacture the materials.
- The purchase price (including transportation costs) of materials obtained from an SBE supplier may be countable at 60% only if the SBE supplier:
 - Does not manufacture the item(s);
 - Owns, or leases, and operates a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business, as indicated by the information provided by the SBE supplier, subject to verification by the Department. (See below for an exception for materials that are considered bulk materials.);
 - Is an established business that engages, as its principal business and under its own name, in the purchase and sale or lease of the materials;
 - Is identified by ODOT as, over a reasonable period, keeping sufficient quantities and regularly selling the materials;
 - Provides all the materials from inventory or provides at least 51 percent of the materials from inventory, with the remainder being of the general character as those provided from inventory; and
 - Does not drop-ship the materials.

Note: If a material is not typically stocked due to its unique characteristics (e.g., limited shelf life) or because it must be ordered to specification, it is treated as a bulk item. The inventory requirement does not apply, but the SBE supplier must deliver the materials using its owned-and-operated distribution equipment. See below.

- The purchase price (including transportation costs) of materials and supplies that are considered bulk materials (petroleum products, steel, concrete or concrete products, gravel, stone, asphalt, and others that ODOT may consider to be bulk materials, plus materials that are not typically stocked due to their unique characteristics (e.g., limited shelf life) or because the material must be ordered to specification) and are obtained from an SBE supplier may be countable at 60% only if the SBE supplier:
 - Delivers the materials using distribution equipment that it both owns (or for which it has a long-term (one (1) year or more) lease) and operates with its regular (not ad hoc) employees, as indicated by the information provided by the SBE supplier (subject to verification by the LPA);
 - Is an established business that engages, as its principal business and under its own name, in the purchase and sale of the materials;
 - Is identified by the LPA as owning/leasing and operating distribution equipment that is suitable for the materials; and
 - Does not drop-ship the materials.

- The purchase price (including transportation costs) of materials and supplies that are obtained from a distributor SBE supplier that neither maintains sufficient inventory nor uses its own distribution equipment may be countable at 40% only if the distributor SBE supplier:
 - Is an established business that engages in the regular sale or lease of the materials;
 - Takes ownership of the materials from the point of origin to the destination;
 - Ships the materials using a third-party carrier unaffiliated with the originator (i.e., the materials' manufacturer or wholesaler); and
 - Assumes responsibility (i.e., all risk for loss or damage) for the materials once those materials leave the point of origin, making it liable for any and all loss or damage during transportation not covered by the carrier's insurance.
- The purchase price of materials and supplies obtained from an SBE supplier but not in accordance with any of the above scenarios is not countable, but the fees or commissions charged by the SBE supplier are countable if ODOT deems such fees to be reasonable and if the SBE supplier convincingly explains how the Bidder/Apparent Low Bidder/Awarded Contractor benefits by transacting business with it rather than directly with the non-SBE vendor from which the SBE supplier is re-selling.

All credit toward SBE contract goals is conditional. Actual credit will be determined based upon invoices, receipts, and/or transportation documents/bills of lading, which must be submitted to the LPA as they are received throughout the course of the project.

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Definition of days

Unless otherwise noted, days means calendar days, but in computing any period of time described in this proposal note, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal or state holiday, the period extends to the next day that is not a Saturday, Sunday, or federal or state holiday.

See <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays> for a list of federal holidays. State holidays are those designated in O.R.C. 124.19(A), <https://codes.ohio.gov/ohio-revised-code/section-124.19>, with modifications as designated in the first two sentences of O.R.C. 124.18(B)(4), <https://codes.ohio.gov/ohio-revised-code/section-124.18>. State holidays are generally the same as federal holidays.

SBE Utilization Plan, SBE Affirmation Forms, and SBE Good Faith Efforts documentation

Within 2 hours following the bid opening, each bidder submits a basic SBE Utilization Plan, which is the list of SBEs, and dollar amounts put forth by the bidder to meet the SBE contract goal. Each bidder must be prepared so that if they are identified as the Apparent Low Bidder (ALB), they will be ready to submit SBE Affirmation Forms and/or GFE documentation with much more detail than the SBE Utilization Plan shows. GFE documentation consists of all efforts undertaken by the bidder to meet the SBE contract goal. ODOT strongly suggests each bidder document all pre-award GFEs on the template located at <https://www.transportation.ohio.gov/working/external-workforce/forms/gfe-contractors>, since the successful bidder must submit GFEs if the SBE contract goal is not met.

SBE Utilization Plan

All Bidders shall submit an SBE Utilization Plan within 2 hours following the bid opening, setting forth specific information demonstrating how the bidder will achieve the SBE contract goal. By submitting an SBE

Utilization Plan, the Bidder is affirming they will be using the SBE firms identified in the Utilization Plan to meet the SBE contract goal.

The SBE Utilization Plan must be submitted by the bidder within 2 hours following the bid opening to: https://odot.formstack.com/forms/sbeplan_local. Unless the bidder is a certified SBE firm, any bids received without electronic submission of the SBE Utilization Plan after 2 hours following bid opening will be deemed unresponsive.

The SBE Utilization Plan shall include the following information:

1. The names of the certified SBE firm(s) that will be used to meet the SBE contract goal;
2. The activity (subcontractor, regular dealer, distributor, manufacturer, consultant, trucking, etc.) that each SBE will perform; and
3. The dollar amount of the participation of each SBE firm used to meet the SBE contract goal. (Note: The participation amount will be less than the dollar amount that must be paid to the SBE if the SBE is acting as a regular dealer, distributor, or broker (see Proposal Note 008) and/or the SBE elects not to perform all activities with its own forces. Ultimately, to be compliant with PN 014, the Awarded Contractor must pay the SBE not less than the transaction amount for the performance of the specific activities described on the SBE Affirmation Form. (See SBE Affirmation section for more details on SBE Affirmation Forms.)

Bidders cannot modify their SBE Utilization Plans between submission and contract award except at ODOT's discretion.

For supplier SBEs, the bidder must have received the supplier SBE's Material Supply Form to understand the expected SBE participation credit they will receive based on whether the SBE is acting as a manufacturer, regular dealer, distributor, or broker for each type of material to be supplied (see Proposal Note 008).

Projects Awarded on Alternates

In the event the project will be awarded on alternates that increase or decrease the total dollar amount of the bid, a revision to the SBE Utilization Plan and SBE Affirmation Form(s) shall be submitted to and approved by the Office of Contractor Compliance within five (5) days after the notification of the alternates.

SBE Affirmations Prior to Award

The Apparent Low Bidder shall ensure all SBE firms listed on the SBE Utilization Plan affirm their participation in the bid within five (5) days after the bid opening to ODOT. However, ODOT strongly recommends that the ALB submit SBE Affirmation Forms as soon as possible rather than waiting until the 5th day after the bid opening. For each SBE, the dollar amount shown on the SBE Affirmation Form must be equal to (or greater than) the dollar amount shown on the Apparent Low Bidder's SBE Utilization Plan. SBE Affirmation Forms cannot be modified beyond the 5th day after the bid opening except to correct errors, omissions, etc., that are deemed by ODOT to be immaterial and that do not reduce the participation amount, or in response to an award on alternates (see above).

For each SBE listed on the SBE Utilization Plan, the Apparent Low Bidder and SBE must complete the SBE Affirmation Form located at [Affirmation Form | Ohio Department of Transportation](#). The SBE Affirmation Form will be utilized as written confirmation from each listed SBE firm that is participating in the contract for the dollar amount of activities listed in the Bidder's SBE Utilization Plan. The description of each SBE's activity must be sufficiently detailed to allow ODOT to understand the firm's scope of work. Each SBE listed to perform as a regular dealer or distributor must have completed the Material Supply Form relevant to demonstrating the SBE's capacity and intent and must affirm that its subsequent performance of a

commercially useful function will be consistent with the preliminary counting of such participation. The SBE's responses must be included on the SBE Affirmation Form. The Apparent Low Bidder shall submit a separate SBE Affirmation Form for each SBE it is utilizing for the SBE contract goal, as well as its GFES package (see Good Faith Efforts) if it was not able to attain the SBE contract goal via SBE participation.

All other Bidders shall submit SBE Affirmation Forms if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall have five (5) days from the date of notification to submit all required SBE Affirmation Forms to ODOT. Notification will be sent via email.

Determination of SBE Contract Goal Participation

ODOT will adjust SBE Affirmation Form amounts downward if needed because:

- An SBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor; or
- An SBE will not be self-performing all the activities listed on the form; or
- Other information that indicates the amount on the form was miscalculated or incorrect.

The adjusted SBE Affirmation Form amounts will be used to determine if the SBE contract goal was met. This means that the ALB may not have met the SBE contract goal even if the SBE Utilization Plan shows the contract goal was met. If the SBE contract goal is not met and the ALB does not submit Good Faith Efforts documentation by the 5th day after the bid opening, the bid will be considered non-responsive. ODOT strongly recommends the ALB submit SBE Affirmation Forms as soon as possible rather than waiting until the 5th day after the bid opening.

Non-Responsiveness

See the Sanctions and Administrative Remedies section.

If an SBE Cannot Be Reached

In the event an SBE firm fails to confirm the information contained in the SBE Affirmation Form within five (5) days of bid opening, the Apparent Low Bidder shall submit a Request for Consent to Terminate/Reduce an SBE Commitment, as set forth herein. The Request for Consent to Terminate/Reduce an SBE Commitment form shall be submitted within five (5) days after bid opening in order for the Apparent Low Bidder to still be considered for contract award. The Apparent Low Bidder shall include as its reason for termination the SBE firm's failure to provide a timely affirmation and should include all efforts the Apparent Low Bidder made to obtain the affirmation from the SBE firm and shall attach proof of these efforts. If the Apparent Low Bidder intends to replace the SBE Firm, it shall include the replacement firm's information on the form. In the event the Apparent Low Bidder is unable to affirm an SBE firm included in its original SBE Utilization Plan at bid submission and it results in a contract goal shortfall, GFES must be submitted by the fifth day after bid opening. All GFE documentation submitted for consideration should demonstrate the efforts the Bidder made prior to the time of bid submission to secure sufficient SBE participation on the project to meet the SBE contract goal although the Bidder was unable to do so. An SBE firm's failure to timely confirm information contained in the SBE Affirmation Form will be considered as good cause to terminate the SBE firm and will also be considered a part of the Apparent Low Bidder's Good Faith Efforts in meeting the contract goal.

SBE Bidders

If the Bidder is a certified SBE firm, the Bidder is not required to complete an SBE Utilization Plan as set forth above and would not need to submit an SBE Affirmation Form for the work it is planning to self-perform in order to meet the contract goal.

Joint Ventures

If the Bidder is a Joint Venture, the Joint Venture will only be considered a Certified SBE firm if the Joint Venture itself has been certified. The Joint Venture may, however, utilize a Certified SBE firm that is also a partner in the Joint Venture as part of its SBE Utilization Plan. The Certified SBE Firm/Joint Venture Partner, however, does not need to submit an SBE Affirmation Form for any work that the Certified SBE Firm/Joint Venture Partner is going to perform to meet the contract goal. ODOT will consider submission of the Joint Venture's bid as the Certified SBE Firm/Joint Venture Partner's confirmation that it is participating in the contract.

Good Faith Efforts (GFEs)

If the SBE contract goal established by ODOT is not met, the Apparent Low Bidder shall demonstrate that it made adequate GFEs to meet the contract goal, even though it did not succeed in obtaining enough SBE participation to do so.

If the Apparent Low Bidder does not meet the contract goal at bid time, the Apparent Low Bidder shall submit its GFE documentation no later than five (5) days after the bid opening. Submission of SBE affirmation(s) with additional participation sufficient to meet the SBE contract goal does not cure the Apparent Low Bidder's failure to meet the contract goal at bid time or eliminate the Apparent Low Bidder's responsibility of submitting GFEs within five (5) days of the bid opening.

The Apparent Low Bidder has the burden of proof to clearly demonstrate its GFEs by submitting detailed information within five (5) days after the bid opening, such as:

1. All written quotes received from certified SBE firms;
2. All written (including email) communications between the Apparent Low Bidder and SBE firms;
3. All written solicitations to SBE firms, even if unsuccessful;
4. Copies of each non-SBE quote when a non-SBE was selected over an SBE for work on the contract;
5. Phone logs of communications with SBE firms.

The Apparent Low Bidder shall utilize the GFE Contractor Template located at <https://www.transportation.ohio.gov/working/external-workforce/forms/gfe-contractors> to document their GFEs. This template and supporting documentation shall be sent along with any SBE Affirmation Forms within 5 days of bid opening. ODOT has provided Good Faith Efforts Guidance located at <https://www.transportation.ohio.gov/working/external-workforce/forms/gfe-contractors>. All other Bidders that failed to meet the SBE contract goal at bid time shall submit documentation of GFEs if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall have five (5) days from the date of notification to submit all required GFE documentation. Notification will be sent by email.

ODOT shall utilize the guidance set forth in 49 CFR 26.53 Appendix A in determining whether the Bidder has made adequate GFEs to meet the contract goal.

Administrative Reconsideration

ODOT will review the GFE documentation and issue a written determination on whether adequate GFEs have been demonstrated prior to contract award. If ODOT determines the Apparent Low Bidder has failed to demonstrate adequate GFEs to meet the contract goal, the Apparent Low Bidder will have an opportunity for administrative reconsideration prior to the contract being awarded.

As part of this reconsideration, the Apparent Low Bidder may provide written documentation or argument concerning the issue of whether it met the contract goal or made adequate GFEs to do so. However, this written documentation or argument must not include or propose any new SBE participation not already

included in the Apparent Low Bidder's initial GFE documentation. Such written documentation or argument must be received by ODOT, attention: Division of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223, within two (2) business days of ODOT's written determination that GFEs were not adequately demonstrated. The Apparent Low Bidder may also include in its written documentation a request for an in-person meeting to discuss the issue of whether it met the contract goal or made adequate GFEs to do so. ODOT's Division of Chief Legal Counsel will respond to the Apparent Low Bidder within five (5) business days of receiving written documentation or holding the in-person meeting.

ODOT will send the Apparent Low Bidder a written decision on reconsideration explaining the basis for finding that the Apparent Low Bidder did or did not meet the contract goal or make adequate GFEs to do so. The result of the reconsideration process is not administratively appealable to the United States Department of Transportation.

Termination of an SBE or Any Portion of Its Work

In this section, SBE activities are those activities, as listed on an SBE Affirmation Form, the performance of which the Awarded Contractor committed to the specific SBE listed on the SBE Affirmation Form for the specific compensation shown. SBE activities can be used interchangeably with SBE commitment.

The Awarded Contractor must ensure that it pays the SBE not less than the dollar amount for the performance of the specific activities described on the SBE Affirmation Form. If a change in circumstances makes this unlikely, the Awarded Contractor must take action as described herein.

If the Awarded Contractor will not be paying an SBE the entire dollar amount shown on the SBE Affirmation Form, and this is not connected to a change in circumstances driven by the Local Public Agency (LPA), then the Awarded Contractor must submit a Request for Consent to Terminate/Reduce.

Reductions Caused by the LPA

Any reduction or underrun in SBE activities caused by the LPA is considered a termination for which ODOT's prior written consent is not required. For such reductions or underruns, the Awarded Contractor must notify the SBE via email (with a copy to dot.contractslettingmgr@dot.ohio.gov) to inform the SBE of the change and so that ODOT can update the SBE Commitment amount. The Awarded Contractor does not submit a formal Request for Consent to Terminate/Reduce.

Request for Consent to Terminate/Reduce an SBE Commitment

For any reduction or underrun in SBE activities not caused by the LPA, and in all other cases, the Awarded Contractor must continue to utilize the specific SBEs to perform the activities as described on SBE Affirmation Forms unless the Awarded Contractor obtains ODOT's written consent. Consent requests must be submitted utilizing the Request for Consent to Terminate/Reduce SBE Form located at: <https://www.transportation.ohio.gov/working/external-workforce/forms/pn-014-termination>.

Absent ODOT's prior written consent, the Awarded Contractor is not entitled to any payment for work or material unless it is performed or supplied by the specific SBE indicated on approved SBE Affirmation Forms.

Requests for Consent to Terminate/Reduce an SBE Commitment must be submitted within two (2) weeks of the Awarded Contractor becoming aware of the change in circumstances that is preventing the SBE from fully performing the activities listed on the SBE Affirmation Form.

Requests submitted significantly outside the two-week timeframe may subject the Awarded Contractor to the sanctions listed at the end of this proposal note.

Good Cause to Terminate an SBE or Any Portion of Its Work

ODOT can only provide written consent to terminate an SBE or any portion of its work if it agrees, for reasons stated in its concurrence document, that the Apparent Low Bidder/Awarded Contractor has good cause to terminate the SBE firm or any portion of its agreed-upon activities as listed on SBE Affirmation Forms.

Good cause does not exist if the Awarded Contractor seeks to terminate an SBE or any portion of its work that it relied upon to obtain the contract so that the Awarded Contractor can self-perform the activity for which the SBE contractor was engaged, or so that the Awarded Contractor can substitute another SBE or non-SBE participant after contract award.

Good cause to terminate an SBE includes the following circumstances:

1. The SBE firm fails or refuses to execute (i.e., sign) a written contract;
2. The SBE firm fails or refuses to perform the activities listed on its SBE Affirmation Form in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the SBE firm to perform the activities results from the bad faith or discriminatory action of the Awarded Contractor. The Awarded Contractor must provide justification to support its assertion that industry standards are not being met;
3. The SBE firm fails or refuses to meet the Awarded Contractor's reasonable, nondiscriminatory bond requirements.
4. The SBE firm becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The SBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;
6. ODOT has determined that the SBE firm is not a responsible contractor;
7. The SBE firm voluntarily withdraws from the project and provides written notice of its withdrawal;
8. The SBE firm is ineligible to receive SBE credit for the type of activity required;
9. An SBE owner dies or becomes disabled, with the result that the SBE firm is unable to complete its activity on the contract; and
10. Other documented good cause that ODOT determines compels the termination of the SBE firm.

Replacement

When an SBE firm or any portion of its work is terminated by the Awarded Contractor, the Awarded Contractor must use GFEs to include additional SBE participation to the extent needed to meet the SBE contract goal. The GFEs shall be documented by the Awarded Contractor. If ODOT requests documentation under this provision, the Awarded Contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days if necessary at the request of the contractor, and ODOT shall provide a written determination to the contractor stating whether GFEs have been demonstrated.

Between the bid opening and award, any added SBE participation credit that was not listed on the Bidder's original SBE Utilization Plan will not count toward the SBE contract goal.

Post-Award SBE Additions

In the event additional SBE participation is required for the project, the Awarded Contractor must submit the SBE Affirmation Form located at [Affirmation Form | Ohio Department of Transportation](#). The SBE Affirmation Form will be utilized as written confirmation from the added SBE firm that it is participating in the contract in the type and amount of work on the project. SBE participation credit toward the SBE contract goal will only be approved for work performed after review and approval of the SBE Affirmation Form.

Exceeding the Amount Shown on an SBE Affirmation Form

ODOT will count, towards the SBE contract goal, amounts paid to an SBE that are above the amount shown on the SBE Affirmation Form as long as there is no change to the scope of the SBE's activities. However, ODOT will not count, towards the SBE contract goal, any amount paid to a SBE that is not part of the originally approved scope. If the Awarded Contractor wants or needs such additional participation to count towards the SBE contract goal, the Awarded Contractor must submit an amended SBE Affirmation Form listing the additional activities to be performed by the SBE and the revised participation amount. ODOT will review the amended SBE Affirmation Form and make a determination on whether the proposed additional activity will count towards the SBE contract goal. SBE participation credit toward the SBE contract goal will only be approved for work performed after review and approval of the SBE Affirmation Form.

WRITTEN NOTICE TO SBE RELATED TO REQUESTS FOR CONSENT TO TERMINATE/REDUCE

The Apparent Low Bidder/Awarded Contractor must submit Requests for Consent to Terminate/Reduce an SBE using the specific form available at <https://www.transportation.ohio.gov/working/external-workforce/forms/pn-014-termination>. Part 1 of this form constitutes the Apparent Low Bidder/Awarded Contractor's notice in writing to the SBE firm of the Apparent Low Bidder/Awarded Contractor's intent to request to terminate and the reason for the proposed request. Upon completion of Part 1, the SBE has five (5) days to respond by completing Part 2, advising ODOT and the Apparent Low Bidder/Awarded Contractor of the reasons, if any, why it objects to the proposed termination and why ODOT should not approve the Apparent Low Bidder/Awarded Contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), ODOT may provide a response period shorter than five (5) days. (Urgent requests may be made over the phone by contacting Goal Attainment staff, with the caveat that the associated written request be submitted by 5:00 pm that day.) Part 3 of the form constitutes the Apparent Low Bidder/Awarded Contractor's official request, while Part 4 is ODOT's consent decision and explanation for it.

Goal Attainment Post Award

The Awarded Contractor shall ensure that all subcontracts or agreements with any SBEs meet or exceed conformity with all applicable state and federal laws and regulations. Furthermore, the Awarded Contractor shall require that any subcontractor agreement with all lower-tier subcontractors be performed per this Proposal Note.

The Awarded Contractor shall submit via email to the ODOT District Contract Compliance Officer all 1st and 2nd tier SBE subcontract agreements and PN 032 C92's before allowing the SBE to start performing work or supplying materials. Said subcontract agreement(s) will be reviewed and approved by the District Contract Compliance Officer via email only if it meets or exceeds the conformity with all applicable state and federal laws and regulations. Failure to obtain said approval might result in some or all SBE participation credit for said SBE withheld according to ORC §5525.061 and/or 23 CFR part 633.102.

The Awarded Contractor shall ensure that said 1st and 2nd tier subcontract agreement(s) shall contain at least the following information:

1. Award Contractor name;
2. Subcontractor name and/or Lower Tier Contractor Name;
3. Identification of said project;
4. The amount to be contracted is equal to or greater than the amount provided on its Utilization Plan;
5. Meets or exceeds the prompt payment requirements of the Federal Bid Document's Proposal Note 031;
6. Signatures of both parties; and
7. FHWA 1273 form.

Approval of an SBE Utilization Plan does not ensure approval of C-92 Requests to Sublet, nor does approval of an SBE Utilization Plan indicate the SBE contract goal has been met. ODOT & LPA will monitor contract goal attainment throughout the life of the project. It is the responsibility of the Awarded Contractor to advise ODOT of any changes to the SBE Utilization plan throughout the life of the project. The SBE contract goal of a project is stated as a percentage of the contract amount. When the contract amount increases or decreases, the actual dollar amount of the SBE contract goal for the project will increase or decrease accordingly.

Impact of SBE Decertification

When the Awarded Contractor makes a commitment to use an SBE that is decertified PRIOR TO the full execution (i.e., signing) of that SBE's subcontract, the decertified firm DOES NOT COUNT toward the SBE contract goal. The Awarded Contractor's SBE commitment is null and void since the SBE is no longer certified. The Awarded Contractor must make good faith efforts to find additional SBE participation to replace the decertified firm.

When the Awarded Contractor makes a commitment to use an SBE that is decertified AFTER the full execution of that SBE's subcontract, the decertified firm COUNTS toward the SBE contract goal UNLESS the SBE was decertified because it was acquired by or merged with a non-SBE, in which case only the amount paid for work performed by the SBE prior to its decertification counts.

For purposes of this section, a subcontract is deemed to have been signed not before the full execution date of the prime contract.

Sanctions and Administrative Remedies Pre-Award

Failure by the Apparent Low Bidder to do any of the following may result in the bid being rejected as non-responsive in accordance with O.R.C. 5525.08:

1. Failure to submit a complete SBE Utilization Plan at the time of bid;
2. Failure to submit SBE Affirmation Form(s) and/or failure to submit Requests for Consent to Terminate/Reduce a SBE Commitment as required by this Proposal Note; or
3. Failure to meet the contract goal and/or failure to demonstrate GFEs to meet the contract goal as required by this Proposal Note;
4. Failure to follow the terms of this Proposal Note.
5. The as-submitted SBE Utilization Plan shows the SBE contract goal was met, and the Apparent Low Bidder does not submit all completed and signed SBE affirmations—that are for amounts greater than or equal to the amounts on the SBE Utilization Plan—within five (5) days of the bid opening;
6. The as-submitted SBE Utilization Plan shows the SBE contract goal was met, and the Apparent Low Bidder submits all completed and signed SBE affirmations within five (5) days of the bid opening, but adjustments are needed, and after ODOT makes the adjustments, the SBE contract goal is no longer met and the Apparent Low Bidder does not submit its GFEs documentation within five (5) days of the bid opening; or
7. The as-submitted SBE Utilization Plan shows the SBE contract goal was NOT met, and the Apparent Low Bidder does not submit all completed and signed SBE affirmations AND its GFE documentation within five (5) days of the bid opening; or
8. An SBE Utilization Plan was not submitted, and the Apparent Low Bidder does not submit its GFE documentation within five (5) days of the bid opening; or
9. The SBE Affirmation Forms submitted are not complete and/or accurate and have not been made complete and accurate within five (5) days of the bid opening.

Post-Award

Failure by the Awarded Contractor to carry out the requirements of this Proposal Note, including, but not limited to, the failure of the Awarded Contractor to pay an SBE the dollar amount for the performance of the specific activities described on the SBE Affirmation Form, the failure of the Awarded Contractor to submit SBE change orders and/or Requests for Consent to Terminate/Reduce SBE Commitment forms, and the submission of inadequate post-award good faith efforts to include additional SBE participation to the extent needed to meet the SBE contract goal, is a material breach of the contract and may result in the issuance of sanctions as follows:

- 1st Tier: Letter of reprimand
- 2nd Tier: Damages equivalent to the SBE shortfall
- 3rd Tier: If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- the magnitude and type of offense
- the Contractor's unwillingness to provide information and documentation
- the degree of the Contractor's culpability
- any steps taken to rectify
- the Contractor's record of performance on other projects including, but not limited to:
 - annual SBE participation
 - annual SBE participation on projects without contract goals
 - the number of complaints ODOT has received regarding the Contractor
 - the number of times the Contractor has been previously sanctioned by ODOT in the previous three (3) years

Note: Absent ODOT's consent, the Awarded Contractor is not entitled to any payment for work or material unless it is performed or supplied by the specific SBE indicated on approved SBE Affirmation Forms, regardless of the presence or absence of any of the above sanctions.

18 PN 031 - 7/21/2023 – PROMPT PAYMENT - LOCAL-LET CONSTRUCTION PROJECTS

Prompt payment requirements apply to ODOT and, by extension, its Prime Contractors and subcontractors (including traditional subcontractors as well as material suppliers and trucking firms, collectively referred to herein as subcontractors). The state of Ohio's laws related to prompt payment are published in O.R.C. 4113.61. O.R.C. 4113.61 applies to all contracts. The Prime Contractor must comply with this Proposal Note, O.R.C. 4113.61, C&MS 107.21 and, for contracts with USDOT financial assistance (i.e., federally funded contracts), 49 CFR 26.29.

The Department will monitor payments made by prime contractors and subcontractors for compliance with this Proposal Note, C&MS 107.21 and, where applicable, 49 CFR 26.29. To facilitate this monitoring, the Department requires both prime and subcontractors to report their payments to all subcontractors/second-tier subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld (when allowable under the Department's [Retainage Policy dated 4/14/21](#)) and any previously withheld retainage released. All such reporting must take place through a web-based submission on GoFormz. Please note: submission through GoFormz is required for all Local-let projects. Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the Department.

The prime/subcontractor must report the following information:

- The name of the payee
- The dollar amount of the payment to the payee
- The date the payee was paid
- The amount of retainage withheld (if any)

Ohio's 10-day prompt payment requirement is based on the payer's payment issuance date and NOT the payee's payment receipt date.

The prime/subcontractor must sign each reported payment and submit to ODOT via the GoFormz website.

The second-tier subcontractor is responsible for completing the affirmation of payment form in GoFormz.

The prime contractor is responsible for ensuring that all subcontractors and second-tier subcontractors are correctly completing all prompt payment forms via the GoFormz website.

If the prime or subcontractor(s) fail to submit the aforementioned documentation with each invoice, they will be determined to be non-compliant, and invoices will not be processed for payment.

Payees must verify each payment reported by the payer within thirty (30) days of the payment being signed by the payer. This verification must include:

- Whether the payment was received, and if so, whether it was or was not as expected
- The dollar amount of the payment received
- The date the payment was received
- The prime contractor shall fully complete the last prompt payment form upon receipt of final payment.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor and/or subcontractor(s) to follow Prompt Payment requirements may result in the issuance of sanctions as follows:

1st Tier: Notice of Violation via a Letter of Reprimand

2nd Tier: If corrective actions are not taken within the specified three (3) business days, a pay estimate in the amount due to the subcontractor(s) that was not reported or paid may be withheld.

3rd Tier: If a pattern of paying damages persists or the contractor or subcontractor(s) has falsified, misrepresented, or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- the Prime Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Prime Contractor's culpability;
- any steps taken to rectify;
- the Prime Contractor's record of performance on other projects; and
- the number of times the Prime Contractor has been previously sanctioned by ODOT.

19 ODOT as Obligee on Bond

The Prime Contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project owner, ODOT shall be named as an obligee.

20 PN 015 - 04/17/2020 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

The required contract provisions for federal-aid construction contracts are hereby incorporated by reference as if rewritten herein. The current version of Form FHWA-1273 (available at <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>) shall be physically incorporated in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreement for supplies or services related to a construction contract). The Prime Contractor shall be responsible for ensuring that the FHWA-1273 is physically incorporated into all lower-tier subcontracts.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the Prime Contractor to include the provisions of FHWA-1273 in their contract or in their lower-tier subcontracts may result in the issuance of sanctions as follows:

- 1st Tier: Letter of Reprimand
- 2nd Tier: Damages equivalent to the daily liquidated damages amount found in C&MS section 108.07 for each incident of non-compliance
- 3rd Tier: If a pattern of paying damages persists or the Prime Contractor has falsified, misrepresented, or withheld information, the LPA can pursue other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- the magnitude and the type of offense
- the degree of the Prime Contractor's culpability
- any steps taken to rectify
- the Prime Contractor's record of performance on other projects; and
- the number of times the Prime Contractor has been previously sanctioned by the LPA.

21 PN 032 – 01/31/2021 – C92's REQUIRED ON LOCAL-LET CONSTRUCTION PROJECTS

State and federal law requires that all Prime Contractors and subcontractors participating on state or federally funded projects be evidenced in writing and in conformity with all applicable state and federal laws and regulations.

Effective immediately, all projects advertising after February 1, 2021 will require that a Request to Sublet (C92) form is completed for each subcontractor working on the project prior to the start of work.

A template for this form may be found at, and submitted via, the GoFormz website located at www.goformz.com.

22 REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (Electronic Form FHWA 1273 – October 23, 2023)

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**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
and the Ohio Department of Transportation, 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 **STA**
Main Ave and Tremont SW Roundabout Project PID#120493 ("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") and Ohio Department of Transportation 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 **STA Main Ave and Tremont SW Roundabout Project PID#120493** ("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: _____

UEI: _____
Unique Entity Identifier

NAME: _____

ADDRESS: _____

EMAIL: _____

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.

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

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

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

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

3.5.3 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? _____

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-subsidiary).

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

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

SIGNATURE

Dated at this ___ day of _____, 20__.

Name of Organization: _____

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

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 _____

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 _____
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 _____

If more than two 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		\$_____

() 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: _____
	ADD _____
	ALTERNATES _____
TELEPHONE: <u>330-830-1700</u>	CONTRACTOR: _____
FAX: <u>330-830-1764</u>	ADDRESS: _____
CONTACT: <u>RENEE BAKER, DIRECTOR OF</u> <u>PUBLIC SAFETY AND SERVICE</u>	TELEPHONE: _____
	FAX: _____
PROJECT: <u>STA Main Ave and Tremont SW</u> <u>Roundabout Project</u> <u>PID#120493</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. Project Plans/Drawings;
 - G. Specifications;
 - H. ODOT's LPA Template
 - I. Addenda issued;
 - J. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
 - K. OPWC proposal notes;
 - L. Statement of Claim Form; and
 - M. 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
 - N. 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, 2023,

will be a Contract Document, but only as modified by the document titled *ODOT Manual Supplement*, prepared by Owner.

- O. _____ 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.

Address: 151 Lincoln Way East
Massillon, Ohio 44646

Phone: 330-830-1722 Fax: 330-830-1764

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

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 Substantially Complete by the following date or within the following Contract Time (in calendar days) as Specified in ITB 12, Q. substantial completion. The Date for Substantial Completion is the foregoing date or date calculated using the Contract Time. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved regardless of any dates in any schedule created by any person, including the Coordinating Contractor. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of this Agreement.

3.2.1 Substantial Completion is the time at which the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended. Final Completion shall mean that the Work is complete in accordance with the Contract Documents and the Contractor has submitted to the Design Professional all documents required to be submitted to the Design Professional for final payment. A Claim is "Finally Resolved" when the claim process is complete and not subject to further proceedings.

3.2.2 SHUTDOWN DATES. Due to events scheduled by the Owner and/or other Owner considerations, Contractor will not be able to perform Work on the Project on the following dates (shutdown dates may have to be coordinated with personnel):

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.

3.6 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.

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
_____	_____	_____

Add Alternate
No. _____

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: **Reneè Baker**

Name: _____

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

Title: _____

Date: _____

Date: _____

By: _____

Name: **Alex Pitts, Secretary Board of Control**

Date: _____

By: _____

Name: **Justin Richard, Law Director**

Date: _____

CERTIFICATE

(Section 5705.41, R.C.)

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

DATED: _____

City Auditor

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

MODIFIED
STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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

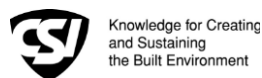
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This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

EJCDC C-700 Standard General Conditions of the Construction Contract.
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American Council of Engineering Companies
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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

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

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

2. *Agreement 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

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

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

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

mulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 Record Documents

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

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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

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

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

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

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

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

6.14 Safety Representative

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

B. Contractor shall keep at the Site at all times during the progress of the Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

6.15 Hazard Communication Programs

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

6.16 Emergencies

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

6.17 Shop Drawings and Samples

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

1. Shop Drawings

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

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show

Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

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

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

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

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

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

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

D. Engineer's Review

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

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

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

E. Resubmittal Procedures

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

6.18 Continuing the Work

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

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

6.20 Indemnification

~~A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.~~
To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents. The Contractor's obligations under this Paragraph 6.20.A are joint and several.

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

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

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

6.21 Delegation of Professional Design Services

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

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

professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

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

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

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

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 Related Work at Site

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

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

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

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the

Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the Owner will provide for the coordination of the Work at the Site in the Contract Documents.

7.03 Legal Relationships

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

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

8.02 Replacement of Engineer

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

8.03 Furnish Data

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

8.04 Pay When Due

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

8.05 Lands and Easements; Reports and Tests

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

8.06 Insurance

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

8.07 Change Orders

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

8.08 Inspections, Tests, and Approvals

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

8.09 Limitations on Owner's Responsibilities

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

8.10 Undisclosed Hazardous Environmental Condition

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

8.11 Evidence of Financial Arrangements

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction

are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 Visits to Site

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

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

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work and to assist in carrying out the Engineer's other responsibilities under the Contract Documents and its agreement with the Owner. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual will be subject to the Contract Document, specifically including the requirement in the Agreement

that any Change Order or other Modification be authorized by a resolution duly adopted by the Owner. Supplementary

9.04 Authorized Variations in Work

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

9.05 Rejecting Defective Work

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

9.06 Shop Drawings, Change Orders and Payments

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

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

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

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

9.07 Determinations for Unit Price Work

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

B. Unit Price Work for which a typical cross section or other detail from the Contract Documents applies shall be paid only up to the quantity determined by using the dimensions provided in the typical cross section or other detail. By way of example, this provision means that if a typical trench width detail in the Drawings shows a maximum width of 30-inches, all pay quantities associated with the actual work of constructing the detail shall be calculated using a trench width not greater than 30-inches. This means that the actual pay quantity could also be less than that based upon a 30-inch wide trench, if the actual trench width is smaller and otherwise in conformance with the Contract Documents, but the Contractor would not be paid more if the actual trench width exceeds 30 inches. Contractor is responsible for determining what actual trench width may be required due to field conditions and applicable laws and regulations existing at the time of its bid.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

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

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

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

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

9.09 Limitations on Engineer's Authority and Responsibilities

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

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules,

guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

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

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

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

10.02 Unauthorized Changes in the Work

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

provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 Execution of Change Orders

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

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

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

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

10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

10.05 Claims

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A

decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

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

Notice: As a condition precedent to a change in the Contract Price or the Contract Times, for each Claim the Contractor shall deliver a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the Engineer and the Owner, within 30 days of the start of the event giving rise to the Claim. The Contractor shall be responsible for substantiating its Claim. The Contractor's obligation to deliver a fully completed Statement of Claim within such 30 day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.

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

The Contractor acknowledges and agrees that the Owner and/or parties in privity of contract with the Owner may delay, interfere with and/or disrupt the Contractor's Work, and such actions shall not constitute a breach of contract by the Owner, since the

Contractor is entitled to additional compensation by properly pursuing a Claim as permitted by these Modified General Conditions. Pending the final resolution of a Claim, the Contractor shall continue performance of the Work.

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

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

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

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

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

G. *False or Fraudulent Claim.* The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and

consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages and fees and expenses.

H. *Claim Documentation:* Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with subcontractors and suppliers, internal correspondence (including e-mail), accounting records, and other information from which the Contractor's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Contractor shall provide such documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The Contractor's provision of the requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment

Failure to provide the requested documents shall be a material breach of the Contract, and Contractor shall indemnify Owner for all of Owner's costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

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

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract

Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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

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

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

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

5. Supplemental costs including the following:

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

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

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

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

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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses

and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

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

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, 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 percent on Work on the critical path.

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

Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

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

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

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

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

13.01 Notice of Defects

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

13.02 Access to Work

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

13.03 Tests and Inspections

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

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

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

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

3. as otherwise specifically provided in the Contract Documents.

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

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

thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

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

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

13.04 Uncovering Work

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

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

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

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are

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

13.05 Owner May Stop the Work

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

13.06 Correction or Removal of Defective Work

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

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

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated

in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

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

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

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

13.08 Acceptance of Defective Work

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

13.09 Owner May Correct Defective Work

~~A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency. If Contractor fails within two (2) business days of a written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work or to remove and replace, or take reasonable steps to remove and replace, rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages~~

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph 13.09.

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

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

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

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

14.02 Progress Payments

A. Applications for Payments

~~1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. At least by the 20th 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

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.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

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

~~A. Settlement, Methods and Procedures~~

~~2. The steps to dispute resolution are as follows:~~

~~a. The City or Project Engineer and the Contractor shall attempt to resolve the dispute after review of all pertinent information and contract provisions. If the dispute is not resolved, proceed to Step 2.~~

~~b. Attempt to resolve the dispute utilizing the City or Project Engineer, Contractor, and the Service Director. If the dispute is not resolved, proceed to Step 3.~~

~~c. Attempt to resolve the dispute utilizing the City or Project Engineer, Contractor, Service Director, or Law Director. If the dispute is not resolved following Step 3, the Contractor shall give notice to the City of his intent is to submit the dispute to a court of competent jurisdiction.~~

~~2. 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.

~~3. 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 One (1) copy 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 Wavier 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:

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

Signature

Printed Name

Date

DESIGN PROFESSIONAL'S REVIEW

- _____ Checklist and documentation complete.
- _____ Checklist and documentation incomplete.

Signature

Printed Name

Date

--	--	--

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: **STA Main Ave and Tremont SW Roundabout Project PID
#120493**

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.

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

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

Project: **STA Main Ave and Tremont SW Roundabout Project**
PID#120493

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.

_____ State of: _____ County of _____
Company Name

_____ day of _____
Authorized Signature (Company Officer)

President _____
Title

Notary Public: _____

My Commission Expires: _____

Date

STATEMENT OF CLAIM FORM

Claim No. ____ for Contractor

1. Name of Contractor: _____

2. Date written claim given:_____.

3. Contractor's representative to contact regarding the claim:

Name:_____ Title: _____

Telephone No. _____ (office) FAX No. _____

E-mail: _____

4. General description of claim:

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:

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:

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

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

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



Jamie Slutz, Mayor | 330.830.1700
Renée Baker, Director of Public Service and Safety | 330.830.1702
Alex N. Pitts, P.E, City Engineer | 330.830.1722
Gregory A. McCue, Asst. City Engineer | 330.830.1722

ENGINEERING DEPARTMENT

ALEX N. PITTS, P.E.

CITY ENGINEER

Utility Note

STA-Main/Tremont RAB

PID # 120493

City of Massillon 2026

General Notes

1. All station locations listed below are approximate unless otherwise stated.
2. Electric Utilities – All precautions must be utilized to avoid contact with the overhead lines. Contractor is responsible for securing the lines during construction if needed.
3. The contractor must exercise caution when excavating in proximity to the existing and/or relocated subsurface utility facilities.
4. All utility companies were contacted prior to the project bid and sent plans to identify all conflicts.
5. Call Ohio Utility Protection Service 48 hours before you dig – 1-800-362-2764.

Ohio Edison - Electric

Ohio Edison (First Energy) removal and relocation of new poles along the south side of Tremont Ave and Main Ave at STA 25+94 & STA 9+94 will be performed by others. Ohio Edison was made aware of the project in advance and met with the City virtually about electrical conflicts within the project limits (electrical conflicts shown on plans). All work will be coordinated with Ohio Edison on the relocation of the poles in conflict. A preconstruction meeting will take place with the City of Massillon Engineering Department, the City of Massillon's awarded contractor and Ohio Edison to discuss the pole relocation prior to the start of the project to review the scope of work, walk the project area, and discuss the schedule and time frames for completion of the work. Power, telephone, and/or cable utility relocations are to be performed within the public right-of-way along Tremont Ave & Main Ave.

AT&T - Communication

AT&T will be required to relocate in coordination with Ohio Edison any aerial facilities to new poles set by Ohio Edison and vacate from existing poles at STA 25+94 & STA 9+94. The contractor will coordinate with AT&T to ensure their abandoned attachment is removed from the city's traffic signal pole at STA 24+00. No subsurface utility locates were performed, but AT&T underground facilities are present in the ROW on the south side of Main Ave & Tremont Ave. The contractor shall exercise extreme caution when working in proximity to the existing facilities. The contractor shall coordinate with the utility company and City of Massillon to determine if utility facilities require adjustment of the project work to avoid conflict.

Municipal Government Annex - Administration Building

151 Lincoln Way East, Massillon, Ohio 44646

| 330.830.1700 | Fax 330.830.1764 |

www.massillonohio.gov



Jamie Slutz, Mayor | 330.830.1700
Renée Baker, Director of Public Service and Safety | 330.830.1702
Alex N. Pitts, P.E, City Engineer | 330.830.1722
Gregory A. McCue, Asst. City Engineer | 330.830.1722

MCTV - Communication

MCTV will be required to relocate facilities to new poles set by Ohio Edison and vacate from existing poles at STA 25+94 & STA 9+94. MCTV additionally has underground facilities throughout construction limits. No subsurface utility locates were performed; the contractor shall coordinate with the utility company and City of Massillon to determine if utility facilities require adjustment of the project work to avoid conflict. The Contractor shall exercise extreme caution when working in proximity to the existing facilities.

ENBRIDGE – Gas

Enbridge has existing underground facilities along both the north and south sides of Tremont Ave. & Main Ave SW throughout the entire worksite with underground crossings within the project limits. However, no known conflicts exist within the project limits as confirmed by Enbridge personnel. Enbridge has identified underground gas crossings at STA 21+84, STA 24+13 & STA 26+20 but other facilities may exist in the area. Contractor will still be responsible for locating all underground facilities. Enbridge does not anticipate any conflicts with proposed work so existing and abandoned lines are to remain unless it is determined facilities require adjustment. The contractor shall coordinate with the utility company and City of Massillon to determine if gas facilities require adjustment of the project work to avoid conflict. The Contractor shall exercise extreme caution when working in proximity to the existing gas facilities.

AQUA – Water

AQUA Ohio has existing underground facilities along Tremont Ave and Main Ave with services within project limits. Aqua will be replacing existing waterlines prior to construction and does not anticipate any conflicts with proposed work. No subsurface utility locates were performed. If existing lines require adjustment the contractor shall coordinate with the utility company and City of Massillon to determine if water facilities require adjustment of the project work to avoid conflict. The Contractor shall exercise extreme caution when working in proximity to the existing utility facilities. The contact person for Aqua is Chris Hostetler (330) 832-5764

City of Massillon – Sanitary Sewer

The City of Massillon has existing Sanitary Sewer along both Tremont Ave & Main St underneath existing roadway. Existing facilities are to remain in place within the construction limits. No subsurface utility locates were performed. The contractor shall coordinate with the City of Massillon to determine if the existing sewer alignment requires adjustment for the project work to avoid conflict. If any conflicts do arise, the City of Massillon Engineer must be contacted immediately so proper action may be taken to prevent delays in construction.

Municipal Government Annex - Administration Building

151 Lincoln Way East, Massillon, Ohio 44646

| 330.830.1700 | Fax 330.830.1764 |

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Alex N. Pitts, P.E, City Engineer | 330.830.1722
Gregory A. McCue, Asst. City Engineer | 330.830.1722

City of Massillon – Storm Sewer

Contractor to install, reconstruct/adjust to grade, remove, and/or abandon storm manholes, catch basins, storm mains and service laterals as specified in the plans. No subsurface utility locates were performed. The contractor shall coordinate with the City of Massillon to determine if the existing sewer requires adjustment of the project work to avoid conflict. If any conflicts do arise, the City of Massillon Engineer must be contacted immediately so proper action may be taken to prevent delays in construction.

City of Massillon – Streets

Contractor to remove traffic signals and affiliated strain poles per plans. The contractor will need to coordinate with Ohio Edison to remove existing service prior to traffic signal removal. No subsurface utility locates were performed. Contractor will be responsible for locating utilities near existing poles prior to removal. Enbridge has identified an existing line near the pole. If any conflicts do arise, the City of Massillon Engineer and if applicable, the associated utility company must be contacted immediately so proper action may be taken to prevent delays in construction.

Municipal Government Annex - Administration Building

151 Lincoln Way East, Massillon, Ohio 44646

| 330.830.1700 | Fax 330.830.1764 |

www.massillonohio.gov

SPECIFICATIONS - CONSTRUCTION

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

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

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

ITEM 614 MAINTAINING TRAFFIC

The Contractor shall maintain vehicle/pedestrian traffic at all times on the project in accordance with as described below.

In addition to the general requirements of Item 614E11000, all traffic control devices and signs necessary to maintain and protect vehicular/pedestrian 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 and approved Maintenance of Traffic Plan.

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 vehicle/pedestrian traffic along the project,

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.

Payment for all labor, equipment, and materials shall be included in the contract price for the project, unless separately itemized.

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION 832
TEMPORARY SEDIMENT AND EROSION CONTROL**

October 19, 2018

- 832.01 Description**
- 832.02 Definitions**
- 832.03 SCD References**
- 832.04 Requirements and Provisions**
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832.01 Description. This work consists of locating, furnishing, installing, and maintaining temporary sediment and erosion control Best Management Practices (BMP) for earth disturbing activity areas, developing a Storm Water Pollution Prevention Plan (SWPPP), performing SWPPP Storm Water Pollution Prevention Inspections, filing a Co-Permittee form as required. Furnish a SWPPP if required prior to any earth disturbing activity. Furnish and install temporary sediment and erosion control BMPs in compliance with all National Pollutant Discharge Elimination System (NPDES) and surface water permits. Amend the SWPPP in accordance with the Ohio Environmental Protection Agency (Ohio EPA) General Construction Stormwater NPDES Permit. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, State, or local agencies, adhere to the more restrictive laws, rules, or regulations.

832.02 Definitions

Alternative BMP. Temporary structural BMP recommended for use by the SWPPP Designer when traditional BMP listed in Appendix F are determined to be “not-appropriate” based on design considerations listed in 832.05. Alternative BMP selected by the SWPPP Designer must be compliant with the OEPA NPDES Permit and be accepted for use by the Engineer.

BMP. Temporary structural sediment and erosion control best management practices designed and installed by methods compliant with the Ohio EPA NPDES Permit (Appendix E of this specification Part III. G. 2.), by this specification and location shown on the SWPPP.

C&MS. Construction and Material Specifications of the Ohio Department of Transportation dated as shown on the plans.

CECI. Contractor's Erosion Control Inspector. Must have active CESSWI or CPESC certification.

CESSWI. Certified Erosion, Sediment, and Storm Water Inspector sponsored by the Soil and Water Conservation Society and International Erosion Control Association. Information on certified individuals is available at www.cesswi.org.

CPESC. Certified Professional in Erosion and Sediment Control as sponsored by the Soil and Water Conservation Society and International Erosion Control Association. Information on certified individuals is available at www.cpesc.net.

Co-Permittee. A requirement of OEPA NPDES Permit (Appendix E of this specification, Part I. F. Notice of Intent Requirements).

EDA. Earth Disturbing Activity is any activity that exposes bare ground or an erodible material to storm water, including any "Disturbance" as defined in OEPA NPDES Permit, Part VII, Definition H.

Contractor EDA. Any EDA that is not shown on the plans as part of the project. EDA not shown on the plans and occurring within the project limits is also Contractor EDA.

Project EDA. Any EDA that is shown on the plans as part of the project.

Total EDA. Combined Project EDA and Contractor EDA.

EPA. Environmental Protection Agency.

Isolated Wetland Permit. OEPA permit allowing the discharge of fill material into an isolated wetland.

NOI. Notice of Intent.

NOT. Notice of Termination.

NPDES. National Pollutant Discharge Elimination System.

OEPA. Ohio Environmental Protection Agency.

OEPA NPDES Permit. OEPA Storm Water Construction General Permit (OHC000005) Appendix E of this specification.

OES. Office of Environmental Services-ODOT.

OHWM. The line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas or defined in accordance with the most current version of 33 CFR 328.

Operator. As defined in OEPA NPDES Permit (Appendix E of this specification, Part VII. Definitions, Q.)

OWPCA. Ohio Water Pollution Control Act (Ohio Revised Code 6111.01 et seq.).

Post-Construction BMP. Permanent water quality or water quantity best management practices required by the EPA/OEPA NPDES Permit.

PCN. Pre-Construction Notification for 404 permit.

SCD. Standard Construction Drawing.

SWPPP. Storm Water Pollution Prevention Plan.

SWPPP Designer. The Ohio licensed Professional Engineer that also maintains a current CPESC certification who developed the Storm Water Pollution Prevention Plan.

SWPPPTrack. Software subscription service version SWPPPTrack LTIS OH developed and provided by Storm Water Simplified Ltd. for use on construction projects that require coverage under the OEPA NPDES Permit.

USACE. United States Army Corps of Engineers.

404 Permit. USACE permit authorizing discharge of fill material into Waters of the US, per Section 404 of the Clean Water Act.

401 Water Quality Certification (401 WQC). OEPA permit authorizing discharge of fill material, per Section 401 of the Clean Water Act.

Waters of the United States. Defined in Code of Federal Regulations, 33 CFR Part 328.

832.03 SCD References. Construct the following features according to the SCDs as listed on the plan title sheet.

Construction Fence.....	DM-4.3
Dikes.....	DM-4.3
Filter Fabric Ditch Check	DM-4.4
Inlet Protection.....	DM-4.4
Perimeter Filter Fabric Fence	DM-4.4
Rock Channel Protection Type C or D with/without Filter	DM-4.3/4.4
Sediment Basins and Dams	DM-4.3
Slope Drains.....	DM-4.3
Construction Entrance (Type 1 Driveway).....	BP 4.1

832.04 Requirements and Provisions. Furnish a SWPPP meeting all the requirements of this specification and that maintains compliance with OEPA NPDES Permit (See Appendix E), related rules, specifications, SCD, and permits. The Department will furnish the Contractor a copy of the NOI and the OEPA approval letter at or before the Pre-Construction meeting.

Locate, furnish, install, and maintain temporary sediment and erosion control Best Management Practices (BMP) that maintain compliance with the OEPA NPDES Permit, Clean Water Act (33 USC Section 1251 et seq.), the OWPCA, the 404 permit, the 401 WQC, the Isolated Wetland Permit, local government agency requirements, specifications, SCD, and other related rules and permits.

File a Co-Permittee form when the project requires a Notice of Intent (NOI) to the OEPA. Information about electronic filing of the Co-Permittee notice can be found at <http://www.epa.state.oh.us/dsw/permits/gpfact#137794352-applying-for-coverage> Submit a copy of the Contractor's OEPA Co-Permittee approval notice or a copy of the submitted application to the Engineer at or before the Pre-Construction meeting.

The following provisions survive the completion and/or termination of the contract.

Provision 1. If a governmental agency or a local governmental authority finds a violation of the above noted requirements, or that the BMP are incomplete, or that the SWPPP is incomplete or that the implementation of the SWPPP is not being performed correctly or completely, full responsibility is borne by the Contractor to make all corrections.

Provision 2. If a governmental agency or a local governmental authority furnishes an assessment, damage judgment or finding, fine, penalty, or expense for a violation of the above noted requirements, or that the BMP are incomplete, or that the SWPPP is incomplete or that the implementation of the SWPPP is not being performed correctly or completely, the Contractor will reimburse the Department within 10 Calendar Days of the amount for any of the above. The Department may withhold the amount of money requested for the above from the Contractor's next pay estimate and deliver that sum to the governmental agency or local governmental authority issuing the assessment, damage judgment or finding, fine, penalty or expense.

Provision 3. The Contractor agrees to indemnify and hold harmless the Department, and will reimburse the Department for any assessments, damage judgment or finding, fine, penalty, or expense as a result of the failure of performing this portion of the Contract. The Department may withhold the amount of any assessments, damage judgment or finding, fine, penalty or expense from the Contractor's next pay estimate.

Provision 4. If a governmental agency or a local governmental authority furnishes a stop work order for any of the following: a violation of the above noted requirements; BMP are incomplete; SWPPP is incomplete; implementation of the SWPPP is not being performed correctly or completely, the Department will find the Contractor in default.

Provision 5. If the Department or any government regulatory agency finds a violation of the above noted requirements, or that the BMP are incomplete, or that the SWPPP is incomplete or that the implementation of the SWPPP is not being performed correctly or completely, the Contractor shall correct and mitigate the conditions within 48 hours of notification by the Department or regulatory agency. Failure to correct non-compliant site conditions may result in the Department suspending work for the entire project until the corrections are performed. Repeated non-compliance with the SWPPP or failure to regularly update the SWPPP as needed to match the site conditions may result in removal of the Contractor's Superintendent in accordance with C&MS 108.05.

EDA Requirements. Furnish appropriate BMP for all EDA. Unless otherwise indicated, BMP will be compensated provided that the BMP are designed, installed and maintained appropriately. For projects that do not require a SWPPP as indicated in the table below, furnish a written plan for acceptance by the Engineer that identifies the location, extent and purpose of the BMP proposed. Compensation will not be provided for the written plan.

An estimated amount is established in the proposal for BMP to be used for project EDA and estimated Contractor EDA as outlined below:

Scenarios for Routine Maintenance Projects (as identified on the Plan Title Sheet)			
Project EDA (acres)	Estimated Contractor EDA (acres) ^[1]		
	EDA = 0	0 < EDA < 1	1 ≤ EDA < 5
EDA = 0	A	B	C
0 < EDA < 5	B	B	C

Scenarios for Non-Routine Maintenance Projects			
Project EDA (acres)	Estimated Contractor EDA (acres) ^[1]		
	EDA = 0	0 < EDA < 1	EDA ≥ 1
EDA = 0	A	B	D
0 < EDA < 1	E	^[2]	F
EDA ≥ 1	F	F	F

[1] If the actual Contractor EDA in the SWPPP exceeds the estimated Contractor EDA on the Title Sheet resulting in a Total EDA > 1 acre (0.4 ha), use Scenario D.

[2] If project EDA and estimated Contractor EDA are less than 1 acre (0.4 ha), use Scenario E. If Project EDA and Estimated Contractor EDA are greater than 1 acre (0.4 ha), use Scenario F. If the actual Contractor EDA exceeds the estimated Contractor EDA and results in the Total EDA exceeding 1 acre (0.4 ha), use Scenario D.

Scenario A:	No requirements for SWPPP, NOI and NOT. Furnish written to plan Engineer.
Scenario B:	Provide BMP for Contractor EDA. No SWPPP, NOI or NOT are required. BMP used for Contractor EDA will not be compensated. Furnish written plan to Engineer.
Scenario C:	Furnish a BMP, SWPPP, NOI, and NOT for Contractor EDA only. BMP used for Contractor EDA, SWPPP, NOI and NOT will not be compensated.
Scenario D:	Furnish a NOI, SWPPP with BMP, and a NOT for all EDA areas. The NOI, SWPPP, BMP, and the NOT will not be compensated.
Scenario E:	Furnish BMP for all EDA. No SWPPP, NOI or NOT are required. BMP used for the Project EDA will be compensated. Furnish written plan to Engineer.
Scenario F:	Furnish a SWPPP with BMP for all EDA areas and file a Co-Permittee form. The SWPPP and these BMP will be compensated. The Department will furnish a NOI and NOT.

832.05 Locate and Furnish BMP. Locate and furnish the BMP in accordance with the OEPA NPDES Permit requirements and the Accepted SWPPP.

The Contractor's SWPPP Designer is responsible for selecting appropriate BMP that are designed in compliance with the OEPA NPDES Permit. SWPPP Designers shall utilize BMP listed in Appendix F as the first option when selecting BMP. If the SWPPP designer determines that the BMP listed in Appendix F are not appropriate based on design limitations, constructability constraints or if the BMP may cause a safety hazard, the Department may accept other materials (Alternative BMP) recommended by the SWPPP Designer. Provide design criteria supporting the selection of Alternative BMP on the SWPPP. Utilize cost effective Alternative BMP that meet each location's design requirements.

All Alternative BMP must be evaluated through the Office of Materials Management New Product Development Standard Procedure 515-001(SP) Appendix 2 and be accepted by the Office of Construction Administration prior to being used on ODOT projects. The Department may reject any Alternative BMP determined to be inappropriate, cost excessive or not effective based on the opinion of ODOT's Office of Construction Administration.

ODOT's Office of Construction Administration maintains compensation rates for commonly used and accepted Alternative BMP. For all other Alternative BMP accepted by the Engineer, the Department will compensate the Contractor at agreed unit prices based on material cost, labor and equipment costs as outlined in C&MS 109.05 B.

Furnish filter fabric ditch checks, inlet protection, perimeter filter fabric fence, sediment basins and dams, dikes, slope drains, construction entrances, erosion control mat and rock channel protection materials as specified on the SCD.

Post-Construction BMP as defined in 832.02 are not temporary erosion control features. Construction requirements and compensation for Post-Construction BMP are detailed in the project plans. Provide protective measures that ensures sediment, debris and any contamination will not enter the Post-Construction BMP.

A. Sediment Controls. Install sediment controls immediately prior to earth disturbing activities. Ensure that ponding of water from sediment controls will not damage property or threaten human health or safety. All stormwater from disturbed areas is required to pass through a sediment control prior to being discharged from the project. Remove sediment controls when their tributary areas have been stabilized with at least 70% permanent vegetation.

1. Perimeter Filter Fabric Fence. Provide perimeter filter fabric fence to pond stormwater and trap sediment from sheet flow runoff. Use perimeter filter fabric fence as prescribed in the OEPA NPDES Permit.

2. Inlet Protection. Provide inlet protection on storm sewer inlets to pond stormwater and trap sediment from entering the storm system. Install inlet protection for new inlets once the inlet has potential to accept runoff. Utilize BMP that are capable of bypassing high flow events to avoid flooding of public streets or private properties.

3. Curb Inlet Protection. Utilize Alternative BMP for Curb Inlet Protection in accordance with this Section and 832.10 SWPPP Acceptance. Provide curb inlet protection on storm sewer inlets to pond stormwater and trap sediment from entering the storm system. Install inlet protection for new inlets once the inlet has potential to accept runoff. Utilize BMP that are capable of bypassing high flow events to avoid flooding of public streets or private properties. Use

accepted below grade inlet protection products as Alternative BMP when ponding water onto public streets may cause hazardous conditions or snow and ice equipment may damage the BMP.

4. Excavated Drop Inlet Protection. Provide excavated drop inlets as appropriate for phased construction. Construct per the Ohio Rainwater and Land Development manual with weep holes and #57 gravel filter. Provide stormwater ponding storage at 135 CY per acre of tributary drainage area. Do not use this control next to open traffic without a traffic control barrier.

5. Sediment Trap/Dam. Provide sediment traps/dams where feasible to intercept and treat concentrated runoff from tributary areas of 5 acres or less. Sediment traps/dams contain a dewatering zone, sediment storage zone and a rock filter outlet. Design the sediment trap/dam to meet the requirements of the OEPA NPDES Permit.

6. Sediment Basin. Provide sediment basins where feasible to intercept and treat concentrated runoff from tributary areas of 5 acres or more. Sediment basins contain a dewatering zone, sediment storage zone and a designed outlet with surface dewatering device. Design the sediment basin to meet the requirements of the OEPA NPDES Permit. Sediment traps/dams may be used to treat runoff from tributary areas of 5 acres or less.

7. Filter Fabric Ditch Check. Provide filter fabric ditch checks where feasible to intercept and treat concentrated runoff from tributary areas of 2 acres or less. Filter fabric ditch checks contain geotextile fabric with stone backing (or straw bales only when allowed by the Engineer per SCD DM-4.4). Use this control only when sediment traps/dams are impractical or may cause safety hazards. A maximum of two filter fabric ditch checks may be placed in series for a maximum treatment area up to 4 acres.

B. Erosion Controls. Install erosion controls concurrent with the work areas to protect against surface erosion and sediment loss. Erosion controls are not intended to remove sediment suspended in stormwater. All stormwater discharges from erosion controls are required to be directed to an appropriate sediment control.

1. Construction Seed and Mulch. Furnish commercial fertilizer, seed, and mulch materials conforming to C&MS 659. Apply seed and straw mulch materials according to C&MS 659 as modified below.

Apply straw mulch at a rate of 3 tons per acre (0.7 metric ton/1000 m²). This BMP may only be installed after March 15 and before October 15. Use wood fiber or compost mulch only with concurrence of the Department. Fertilize construction seeding areas at one-half the application rate specified in C&MS 659. If project conditions prevent fertilizing the soil, then the fertilizing requirements of C&MS 659 may be waived. Do not place construction seed or fertilizer on frozen ground. Apply seed and mulch for this BMP at the rates shown below.:

Seed Mixture	Number of Bales
Annual Ryegrass 2 lb./1000 ft ² (10 kg/1000 m ²)	2 / 1000 ft ² (0.01 ha)

2. Winter Seed and Mulch. Apply seed and straw mulch materials according to C&MS 659 as modified below. Apply straw mulch at a rate of 3 tons per acre (0.7 metric ton/1000 m²). Winter Seed and Mulch is required for EDA operations occurring between October 15 and

March 15 and can only be installed during that time. When straw mulch is used in this BMP, it is required to be crimped in place. Crimped mulch is required to be anchored into the soil surface with a mechanical crimping implement or other suitable implement accepted by the Engineer. Bonded Fiber Matrix (BFM) may be used instead of straw mulch. BFM product and application rates should be selected to ensure extended periods of stabilization protection during winter months. Select BFM or alternative mulch products with an expected functional longevity of 6 months or more. Provide maintenance of the BMP throughout the winter seed and mulch period. Utilize slope drains, stormwater diversions or other erosion control BMP with winter seed and mulch to provide appropriate protection of the winter seed and mulch areas. The Department will not compensate for repairs or reapplication of winter seed and mulch resulting from inappropriate application or failure to appropriately protect the winter seed and mulch areas. The use of other seed and/or mulch materials in this time period requires specific Department approval. The use of winter seeding and mulching is not an acceptable practice for protecting the subgrade surface where pavement is anticipated.

Seed Mixture		Number of Bales
Fawn Tall Fescue	3.0 lb./1000 ft ² (15 kg/1000 m ²)	2 / 1000 ft ² (0.01 ha)
	and	
Annual Ryegrass	2 lb./1000 ft ² (10 kg/1000 m ²)	

3. Construction Mulch. Construction Mulch is the application of straw mulch applied directly to the disturbed soil surface. Use straw according to C&MS 659. C&MS 659 wood fiber or compost mulch may only be used with concurrence of the Department. Apply Construction Mulch to areas that require temporary stabilization and where temporary vegetation is not considered desirable. Use a mechanical crimping implement or other suitable implement accepted by the Engineer when installing Construction Mulch on exposed subgrade. Apply Construction Mulch at a rate of 3 tons per acre (0.7 metric ton/1000 m²).

4. Slope Drain. Provide slope drains to temporarily convey stormwater and protect cut and fill slopes from surface erosion. Use earthen dikes/berms to direct stormwater to the slope drains. Design the slope drains to adequately convey stormwater for a 10-year storm event where practicable.

5. Earthen Dike/Berm. Provide earthen dikes/berms to temporarily divert and convey stormwater. Construct earthen dikes/berms prior to cut slope construction and concurrently with fill slope construction.

6. Construction Entrance. Furnish Construction Entrance materials conforming to C&MS 712.09 Type D Filter Blankets for Rock Channel Protection and C&MS 703.01, Size Number 1 and 2, CCS aggregate. Furnish Construction Entrance protection at the locations shown on the SWPPP and as required below:

- a. At locations where construction vehicles enter or leave EDA areas.
- b. At all points of egress to public roads.
- c. At all access locations where runoff from the construction access road is not protected by sediment controls.

Provide the appropriate size culvert as needed to prevent water from flowing onto paved surfaces and from overtopping the construction entrance surface. Identify the culvert size on the SWPPP. Install a maximum of three Construction Entrances per mile along the length of the project. The length of the project is the plan length along the project's longest axis. Additional construction entrances in excess of the maximum require acceptance from the Engineer.

Provide a configuration consisting of 6 inches of aggregate over geotextile fabric. Provide geometry according to a Type 1 Driveway as shown in the SCD. Provide a minimum 10 foot width and length measuring a minimum of 150 feet and not exceeding 200 feet from edge of pavement.

Construction Entrance removal includes the appropriate disposal of geotextile fabric and pipe. Aggregate may be incorporated into embankment work in accordance with C&MS 203 when approved by the Engineer.

7. Rock Ditch Check. Provide rock ditch checks in open channel conveyances for velocity control and to protect against surface erosion of the channel. Install rock ditch checks concurrently with channel grading. Remove rock ditch checks once 70% permanent vegetation has established in the channel.

8. Rock Channel Protection. Provide rock channel protection without fabric for rock ditch checks. Provide rock channel protection with fabric for all other BMP. Provide rock channel protection as recommend by the SWPPP Designer and accepted by the Engineer for other applications to prevent surface erosion.

9. Temporary Stabilization Matting. Provide temporary matting on permanent slopes and permanent open channel conveyances for temporary stabilization and for the establishment of permanent vegetation. Provide temporary matting per C&MS 671. Install temporary matting on slopes and open channel conveyances after final surface preparation within timeframes listed in the OEPA NPDES Permit for permanent stabilization.

C. Aquatic and Environmental Resource Protection. Provide construction fence for demarcation of aquatic and environmental resources when shown on the SWPPP and accepted by the Engineer. Alternative types of demarcation may be allowed when accepted by the Engineer. Provide appropriate sediment and erosion control protection to all environmental and aquatic resources on and, adjacent to the project. Aquatic and environmental resource protection may include diverting project water flow using dikes and slope protection and using sediment controls to intercept project runoff. The Contractor may use a combination of BMP as appropriate. Show all aquatic and environmental resources located within & adjacent to the Project and all Contractor EDA on the SWPPP.

D. Stream Relocation, Temporary Diversion Channels that carry Waters of the United States. Perform this work in compliance with the OEPA NPDES Permit and in conformance with all contract requirements (Waterway Special Provisions). Stabilize Stream Relocation, Temporary Diversion Channels with appropriate stabilization BMP or 70 percent vegetative growth before diverting flow into the new channel.

E. Concrete Washout Area BMP. Compensation for this BMP is incidental to the concrete work.

F. Dewatering BMP. Compensation for this BMP is incidental to the corresponding work. This BMP does not include a Surface Dewatering Device installed as part of a Sediment Basin.

G. Project fueling and refueling BMP locations. Compensation for this BMP is incidental to the project.

The SWPPP shall include BMP to prevent and respond to spills or leaks as required by the OEPA NPDES Permit.

The Contractor will provide a separate Spill Prevention Control & Countermeasure Plan (SPCC) if required as described in 40 CFR Part 112. The Contractor will not be compensated for the SPCC Plan. Spill response protocols are to be included in the SWPPP when not included in a SPCC.

H. All other BMP that are required and not specifically referenced in Appendix F or not accepted as an Alternative BMP in accordance with this section will not be paid as a separate item, but will be included by the Contractor as part of the total project cost.

832.06 Temporary Access Fills (Causeways and Access Fills). Forging of jurisdictional waters, including all streams and rivers is not allowed. Evaluate the Waterway Special Provisions to determine whether or not temporary access fills are permitted in the contract. If temporary access fills have been permitted by the Department, construct fill(s) consistent with the Waterway Special Provisions and additional contract requirements. Only the footprint area (acreage), linear impact limits and volume of temporary fill as permitted and contained in the Waterway Special Provisions will be allowed. If the Contractor proposes temporary access fill(s) which has not been permitted by the Department, the Contractor will coordinate procurement of the permits with the appropriate regulatory agency/agencies. All costs and time associated with the procurement of the permits are incidental to the Work. If the Contractor requests modification of the Department procured permits, coordinate the request with the Engineer and OES. The Department makes no guarantee to grant the permit modification request.

832.07 Temporary Access Fills Construction. Begin planning and installing temporary access fills as early in construction as possible to avoid conflicts with the Waterway Special Provisions or other environmental commitments that have been included in the contract documents.

Temporary access fills in aquatic resources may include, but are not limited to, causeways, cofferdams, access pads, sheet piling, temporary bridges, access fills, etc.

Make every attempt to minimize disturbance to aquatic resources during construction, maintenance and removal of the temporary access fills. The Contractor must make every attempt to minimize disturbance to waterbodies, stream banks, stream beds and riparian zones during the construction, maintenance, and removal of the temporary access fills. Construct the temporary access fills as narrow as practical and perpendicular to the stream banks. Make the temporary access fills in shallow areas rather than deep pools where possible. Minimize clearing, grubbing,

and excavation of stream banks, bed, and approach sections. Construct the temporary access fills as to not erode stream banks or allow sediment deposits in the channel.

Prior to the initiation of any in-stream work, establish a monument upstream of proposed temporary access fill to visually monitor the water elevation in the waterway where the fill is permitted. Maintain the monument throughout the project. Provide a visual mark on the monument that identifies the elevation 1 foot above the Ordinary High Water Mark (OHWM). If the OHWM is not shown on the plans, the Department will establish the OHWM based on the definition of OHWM (832.02) or the peak discharge from the 2 year event, using the method described in the most current version of the Department's Location and Design Manual Volume II. Ensure that the monument can be read from the bank of the waterway. Ensure that this work is supervised by an Ohio Registered Surveyor. All costs associated with furnishing and maintaining the above referenced monument is incidental to the Work.

Construct the temporary access fills to a water elevation at least 1 foot (0.3 m) above the OHWM. If more than one-third of the width of the waterway is filled, then use culvert pipes to allow the movement of aquatic life. Maintain normal downstream flows. Ensure that any ponding of water behind the causeway and access fills will not damage property or threaten human health and safety.

The following minimum requirements apply to causeways where culverts are used.

- A. Furnish culverts on the existing stream bottom.
- B. Avoid a drop in water elevation at the downstream end of the culvert.
- C. Furnish a sufficient number of culverts in addition to stream openings to providing a discharge equal to twice the highest monthly flow without producing a rise in the backwater above the OHWM.
- D. Furnish culverts with a minimum diameter of 18 inches (0.5 m)

All temporary access fills must be constructed of suitable materials. Causeways and access fills must be encapsulated with clean, non-erodible, nontoxic Dumped Rock Fill, Type A, B, C, or D, as specified in C&MS 703.19.B. Extend rock fill up the slope from original stream bank for 50 feet (10 m) to catch and remove erodible material from equipment.

All portions of the temporary access fills will be removed in its entirety. Do not dispose of temporary access fill material in other aquatic resources or where erosion into another aquatic resource is possible. The stream bottom affected by the temporary access fills will be restored to its pre-construction elevations. The temporary access fills will not be paid as a separate item but will be included by the Contractor as part of the total project cost.

All environmental protection and sediment and erosion controls associated with the Waterway Special Provisions or Contractor procured permits are incidental to the work within the boundaries of the permits.

832.08 Maintenance. Properly maintain all BMP throughout all phases and sequencing of construction activities. Dispose of silt removed from BMP according to C&MS 105.16. When the

Contractor properly places the erosion control Items then the Department will pay for the cost to maintain or replace these items of work by the following:

If a recorded rain event is greater than 0.5 inches (13mm), the Department will pay to replace all BMP that have been damaged as a result of the rain event at the unit price for those BMP including Sediment Removal as described in Appendix F. Record BMP replacement quantities using the SWPPPTrack software inspection software application. Replacement quantities not recorded in the SWPPPTrack software inspection software application will not be compensated. Restoration maintenance necessary to restore the BMP as a result of a rain event is included in the unit price for the BMP.

If a recorded rain event is less than or equal to 0.5 inches (13mm), the Department will pay to remove the sediment per the unit price for Sediment Removal as described in Appendix F. No compensation will be provided for BMP that are damaged as a result of rain events less than or equal to 0.5 inches (13mm).

Example: A 0.6 inch rain event damaged a 300 ft. segment of filter fabric fence. A 200 ft. segment was knocked over but was still functional and could be restored. The 300 ft. damaged segment was replaced and the sediment was removed. The 200 ft. segment was picked up, retrenched and the sediment removed. How do we pay for the 300 ft. damaged segment and the 200 ft. restored segment and the sediment removal?

Pay for 300 ft. of new Item Perimeter Filter Fabric Fence and Item Miscellaneous Sediment Removal. Do not pay for restoration of the 200 ft. segment of restored filter fabric fence. Pay for Item Miscellaneous Sediment Removal for the 200 ft. segment.

For all Perimeter Filter Fabric Fence, Filter Fabric Ditch Checks, Rock Checks, and Inlet Protection, Dikes, remove trapped sediment and any other debris which has accumulated when sediment reaches a height of one-half the BMP. Compensation will be paid at the unit price for Miscellaneous Sediment Removal as described in Appendix F.

When the sediment fills the sediment storage zone (as described in the OEPA NPDES Permit) of a Sediment Basin or Sediment Trap/Dam, remove deposited sediment per the unit price for Basin Sediment Removal as described in Appendix F. Remove Sediment Basins and Sediment Traps/Dams after the contributing drainage area has been stabilized.

When erodible materials accumulate at the surface of the construction entrance, furnish additional stone as needed to prevent tracking. Compensation for additional stone needed to maintain the Construction Entrance will be paid at the unit price for Construction Entrance. If tracking occurs, restore and clean the affected roadway surface at no additional cost to the Department.

Maintain the BMP until 70% permanent vegetation is established in the EDA portion of the tributary area contributing runoff to the BMP in accordance with the OEPA NPDES Permit (See Appendix E, Part VII, J). Remove BMP after 70% permanent vegetation is established. The Engineer may allow early removal of BMP, when necessary, due to BMP inaccessibility. Dispose of the removed materials including sediment according to C&MS 105.16 and C&MS 105.17.

832.09 Storm Water Pollution Prevention Plan. If required, prepare the SWPPP as outlined in this specification. Submit the SWPPP to the Engineer for acceptance using the SWPPPTrack software web platform. Allow 14 days for the initial review of the SWPPP. Address all comments from the Engineer and submit any required revisions, modifications, phases and updates using the SWPPPTrack software web platform. Allow an additional 7 days for subsequent reviews. All activity identified by the SWPPP that is not specifically identified as a pay item elsewhere shall be included in the Lump Sum price bid for the Storm Water Pollution Prevention Plan. At a minimum, the design and information requirements that must be included in the SWPPP are as follows:

A. Include the following general information:

1. Provide a site specific SWPPP designed and sealed by a Professional Engineer who holds a current CPESC certification.
2. Furnish the names of the individuals on site who will serve as the PE/CPESC SWPPP designer and CECI.
3. Describe the type of construction activities that will be taking place.
4. Furnish signatures of all contractors and subcontractors involved in BMP practices (see Appendix B).
5. Furnish the total EDA areas in acres and identify the immediate receiving stream or surface water for each drainage area.
6. Furnish installation details of all proposed Alternative BMP.
7. Provide construction and grading details for all Sediment Trap/Dam and Basins.

B. Include Existing Condition Plan sheets (maximum 1" = 50' scale) showing the following information at a minimum:

1. Temporary sediment control BMP to be installed prior to or concurrent with early earth disturbing activities (including but not limited to clearing and grubbing, mobilization, staging areas, demolition, grading activities, etc.)
2. Existing contours shown at a 2-foot maximum interval for all Project and Contractor EDA areas
3. Stormwater runoff tributary areas to all sediment controls intercepting concentrated flows (Tributary areas for sheet flow sediment controls are not required to be shown on the plan.)
4. Existing conditions of the Project and Contractor EDA including drainage patterns, ditches, drainage system, utilities
5. Project construction limits
6. All Contractor EDA areas

7. Labels of all direct discharge locations receiving runoff from Project and Contractor EDA to waters of the State or U.S throughout the Project and Contractor EDA. Direct discharges may include but are not limited to, storm sewer outfalls, open channel conveyances, direct sheet flow.

8. Provide a table of existing condition BMP and direct discharge locations in tabular format on the plan which can be exported to .csv file and is consistent with SWPPPTrack software

C. Include Proposed Condition Plan sheets (maximum 1" = 50' scale) showing the following information at a minimum:

1. Temporary sediment and erosion control BMP based on modified drainage patterns as needed to represent construction phasing prior to reaching final buildout conditions.

2. Temporary sediment and erosion control BMP based on final buildout conditions and drainage patterns. Include BMP to be installed during previous phasing which is intended to be left in place through final buildout.

3. Proposed contours shown at a 2-foot maximum interval for all Project and Contractor EDA areas. If proposed surfaces cannot be obtained from the Department provided electronic files, provide clear representation of the proposed drainage patterns in sufficient detail to select, design and locate appropriate BMP.

4. Stormwater runoff tributary areas to all sediment controls intercepting concentrated flows (Tributary areas for sheet flow sediment controls are not required to be shown on the plan.)

5. Project construction limits

6. All Contractor EDA areas

7. Label existing, relocated and proposed direct discharge locations

8. Provide a table of proposed condition and interim BMP in tabular format on the plan which can be exported to .csv file and is consistent with SWPPPTrack software

D. Include BMP estimated quantities in BMP tables.

E. Show the location of the following support activities. Ensure the following activities are located a minimum of 100 feet (30 m) from any aquatic resource:

1. Concrete or asphalt plant areas

2. Material and equipment staging or storage areas

3. Dewatering Areas

4. Concrete truck wash out BMP areas

5. Construction access BMP locations

6. Vehicle fueling and refueling locations

- F. Provide an implementation schedule for BMP based on the Contractor's proposed construction sequence.
- G. Show locations of Post-Construction BMP. Include Post-Construction BMP in the schedule of construction sequence.
- H. Include a schedule of cover practices meeting the requirements of the Ohio NPDES Permit.
- I. Include erosion control BMP to be installed for protecting erosive areas, provide temporary or permanent stabilization and control stormwater. Stormwater erosion control BMP shall be sized based on tributary runoff area and consistent with Ohio's Rainwater and Land Development Manual.
- J. Show all environmental preservation areas, wetlands and waterways within or adjacent to the Project and Contractor EDA as illustrated in the Plans.
- K. Furnish an estimated quantity for Basin Sediment Removal and Miscellaneous Sediment Removal for removing sediment from sediment controls.
- L. Include project area soil types and identify any potentially highly erodible locations.
- M. Label all sediment Trap/Dam and Basins with tributary area, sediment storage zone volume, dewatering zone volume, outlet size and type, etc.

Electronic design files, necessary to develop the SWPPP with the required information listed in this section, shall be made available to the awarded Contractor upon request.

832.10 SWPPP Acceptance. Furnish the SWPPP to the Department for acceptance. The Department will allow work to begin upon receiving an acceptable SWPPP. See Appendix C for a sample acceptance checklist. The Department may assess critically the following:

- A. The type and location of BMP with totals.
- B. The SWPPP is specific for this project.
- C. There is no language in the SWPPP about any BMP being directed for use by the Engineer.
- D. The total estimated BMP quantities agree with the (per Each) "Erosion Control" amount identified in the proposal.
- E. The SWPPP accounts for the various phases of construction and the associated degree of earthwork disturbance over the life of the project.
- F. The SWPPP delineates overall watershed areas and individual BMP watersheds. Enough detail is shown in the SWPPP to verify that the BMP are appropriate for the application. If topographic mapping contained in the plans is not sufficient to identify and delineate the watersheds associated with the work, provide the appropriate mapping.

G. The SWPPP identifies the locations and specific geometry of the required Sediment Traps/Dams, Basins and related control structures. Provide the following information for each Sediment Trap/Dam and Basin:

1. Calculations demonstrating compliance with the 48 hour draw down time (if required by the OEPA NPDES Permit),
2. Size of the contributing drainage area,
3. Volume of the Sediment Storage Zone
4. Volume of the Dewatering Zone
5. Basin excavation quantity or dam embankment quantity
6. Quantity of rock channel protection
7. Riser Pipe, outlet structure details and surface dewatering device

Revise the accepted SWPPP as needed to maintain compliance with OEPA NPDES Permit. Revisions and amendments (See Appendix E, Part III, D) to the accepted SWPPP will be at no additional cost to the Department.

832.11 Inspections and SWPPP Updates. Perform the OEPA NPDES Permit required inspections utilizing a mobile device capable of running the latest version of the SWPPPTrack LTIS inspection software application developed by Storm Water Simplified Ltd. Contact Storm Water Simplified Ltd. at (888) 401-1993 or OHSupport@SWPPPTrack.com for project setup coordination, payment, and for mobile device requirements.

Perform OEPA NPDES Permit required inspections with the SWPPPTrack inspection application and populate all inspection fields accurately to represent current project conditions until final stabilization.

The inspections must be performed by one of the following parties:

- A.** The PE/CPESC who signed and sealed the SWPPP.
- B.** The CPESC inspector who is under the supervision of the Engineer who signed and sealed the SWPPP.
- C.** The CESSWI inspector who is under the supervision of the Engineer who signed and sealed the SWPPP.

Prepare the inspection reports for projects that require a SWPPP. Utilize the SWPPPTrack inspection software application to prepare and submit inspection reports to the Engineer every 7 days and within 24 hours of a 0.5 inch (13 mm) or greater rainfall event until final stabilization has been established with a minimum of 70 percent permanent vegetation. The inspection occurrence may be delayed or the inspection frequency may be reduced per the OEPA NPDES Permit Part III.G.2.i.

The reporting CECI, under supervision of the PE/CPESC, will update, amend and revise the SWPPP as the contractor's operations and site conditions warrant. Identify all revisions and updates to the SWPPP and indicate what measures will be taken to maintain OEPA NPDES Permit compliance. Record BMP condition, modifications, installations, additions, removals and SWPPP modifications with the SWPPPTrack inspection software application. Record all BMP locations utilizing the SWPPPTrack inspection software application.

Document BMP inspections utilizing photos as required by the SWPPPTrack inspection software application. Perform a monthly inspection of the project utilizing the SWPPPTrack inspection software application. The monthly inspection is required to be performed by the PE/CPESC who maintains responsibility over the SWPPP. The monthly inspection may be performed by an individual employed by the PE/CPESC company who is under the direct supervision of the PE/CPESC. If the inspection is performed by an individual other than the PE/CPESC, the individual shall maintain an active CPESC certification. The PE/CPESC is required to review and certify all monthly inspections through the SWPPPTrack software inspection application. The PE/CPESC shall review the weekly and rainfall event inspections and all CECI changes to the SWPPP. The PE/CPESC is required to re-sign and seal the SWPPP when significant changes warrant an updated SWPPP be developed. Submit the latest SWPPP update to the SWPPPTrack software web platform.

The CECI is required to notify the Department within 24 hours of any compliance deficiencies or verified complaints related to the SWPPP or OEPA NPDES Permit. Weekly, rainfall event and monthly inspections will document BMP deficiencies as Open Work Items in the SWPPPTrack inspection software application. Within 48 hours of the Department's or CECI's notice of deficiency/Open Work Item, the contractor is required to construct, install, repair or correct the BMP measures needed to close the deficiency/Open Work Items. The CECI will close Open Work Items only after the BMP measures have been appropriately addressed and inspected utilizing the SWPPPTrack inspection software application.

832.12 Compensation. The Department will furnish Item 832 Each, Erosion Control with an amount in the proposal to pay for BMP work. The fixed amount shown in the proposal is included (as any other bid items) in the Total Bid Amount. This fixed amount is the Department's estimate of the total cost of BMP work required to be performed for the project. If the BMP work exceeds this amount, the BMP work will still be paid at the pre-determined prices. All BMP work will be paid at the proposal pre-determined unit price times the correctly installed BMP number of units. The payment due will be deducted from Item 832 Each, Erosion Control. C&MS Table 104.02-2 does not apply to reductions in this contract item. Compensation for BMP will not be provided until the BMP location and quantity is recorded in the SWPPPTrack inspection software application and an initial inspection is performed by the CECI indicating that the BMP meets the installation requirements.

The Lump Sum amount bid for the SWPPP includes all work associated with development, design, revisions, modifications, amendments and submittals of the SWPPP. Changes made to the SWPPP, but not caused by the Department, are the financial responsibility of the Contractor. Additional compensation will only be permitted for Department accepted amendments to the SWPPP resulting from revisions to the contract documents as per sections 104.02.B, 104.02.D and 104.02.F. Provide the additional costs for the amended SWPPP to the Department prior to

beginning the associated revised work. The Department will only pay for one accepted SWPPP regardless of the number of Construction phases, revisions, amendments or project redesigns.

The Lump Sum amount bid for the Storm Water Pollution Prevention Inspections includes all work associated with NPDES required inspections, monthly inspections, and reporting. All costs associated with providing and maintaining the required CPESC and CESSWI personnel, conducting the NPDES required inspections utilizing the SWPPPTrack inspection software application and support engineering services are included in the contract Lump Sum bid for Storm Water Pollution Prevention Inspections.

The Lump Sum amount bid for the Storm Water Pollution Prevention Inspection Software includes all costs for the SWPPPTrack inspection software and services. The Contractor is responsible for purchasing and contracting with Storm Water Simplified Ltd. for the use of the SWPPPTrack software application and services until final stabilization.

832.13 Method of Measurement.

The Department will measure the SWPPP as a Lump Sum.

The Department will measure the Storm Water Pollution Prevention Inspections as a Lump Sum.

The Department will measure the Storm Water Pollution Prevention Inspection Software services as Lump Sum.

The Department will measure Construction Seeding and Mulching by the number of square yards (square meters).

The Department will measure Slope Drains by the number of feet (meters) of conduit.

The Department will measure Sediment Basins by the number of cubic yards (cubic meters) of excavation or embankment.

The Department will measure Sediment Basin surface dewatering device by each.

The Department will measure Sediment Traps/Dams by the number of cubic yards (cubic meters) of excavation or embankment.

Any pipe required for the outlet structure of a Sediment Basin or Trap/Dam is incidental to the unit price paid for Sediment Basins and Traps/Dams.

The Department will measure Perimeter Filter Fabric Fence, and Construction Fence by the number of feet (meters).

The Department will measure Filter Fabric Ditch Check by the number of feet (meters).

The Department will measure Excavated Drop Inlet Protection by the number of cubic yards (cubic meters) of excavation.

The Department will measure Inlet Protection by the number of feet (meters).

The Department will measure Curb Inlet Protection by each or feet (meters).

The Department will measure Earthen Dike/Berm by the number of cubic yards (cubic meters) of embankment.

The Department will measure Temporary Stabilization Matting by the number of square yards (square meters).

The Department will measure Rock Ditch Check, Type C or D (without filter) by the number of cubic yards (cubic meters).

The Department will measure Rock Channel Protection, Type C or D (with or without filter) by the number of cubic yards (cubic meters).

The Department will measure Sediment Removal by the number of cubic yards (cubic meters).

The Department will measure Construction Mulching by the number of square yards (square meters) regardless if the application is crimped or not.

The Department will measure Winter Seeding and Mulching by the number of square yards (square meters).

The Department will measure Construction Entrance protection by the number of cubic yards (cubic meters)

832.14 Basis of Payment. The Department will pay the contract Lump Sum price bid for the Storm Water Pollution Prevention Plan. The Department will make partial payments for the Storm Water Pollution Prevention Plan according to C&MS Section 109.09 and as modified by the following schedule:

A. The Department will release 60 percent of the lump sum amount bid for Storm Water Pollution Prevention Plan to the Contractor with the first regular estimate payable after the Engineer has accepted the Storm Water Pollution Prevention Plan submission.

B. The Department will release 30 percent of the lump sum amount bid for Storm Water Pollution Prevention Plan to the Contractor with the first regular estimate payable after 50 percent of the project is complete.

C. The Department will release the remaining 10 percent of the lump sum amount bid for Storm Water Pollution Prevention Plan to the Contractor with the first regular estimate payable after 90 percent of the project is complete.

The Department will make partial payment for the Storm Water Pollution Prevention Inspections according to C&MS Section 109.09.

The Department will make partial payments for the Storm Water Pollution Prevention Inspection Software services according to C&MS Section 109.09 and as modified by the following schedule:

A. The Department will pay 60 percent of the lump sum amount bid for the Storm Water Pollution Prevention Inspection Software with the first regular estimate.

B. The Department will pay the remaining 40 percent of the lump sum amount bid for the Storm Water Pollution Prevention Inspection Software services according to 109.09.

The Department will pay for appropriately selected, designed, properly installed and accepted BMP per Item 832 Each, Erosion Control. BMP compensation will be based on the unit prices shown in Appendix F or accepted unit prices for Alternative BMP by the Engineer.

The Department will not pay for BMP Items which are required as a result of the Contractor's negligence, carelessness, or failure to install permanent controls.

The Department will not pay for any causeway and access fills.

The Department will not pay to replace BMP that have failed as a result of improper maintenance or installation.

The Department will not pay for concrete washout area BMP. Concrete washout area BMP are considered incidental to the concrete work.

The Department will not pay for BMP which are required as a part of the work and are not specifically identified as a separate item. Compensation for BMP that are required for NPDES Permit compliance and are not included in Appendix F or not accepted as an Alternative BMP in accordance with Section 832.05 are considered incidental to the work.

The Department will not pay for Post-Construction BMP as a part of this specification.

Item	Unit	Description
832	Lump Sum	Storm Water Pollution Prevention Plan
832	Lump Sum	Storm Water Pollution Prevention Inspections
832	Lump Sum	Storm Water Pollution Prevention Inspection Software
832	Each	Erosion Control

Appendix A

BMPBMP Inventory Naming Validation

Ohio Department Of Transportation, SS 832 - BMP ID and Naming Validation Form

Sediment Control BMP

BMP ID Type	BMP ID Type (Extended Name)	Standard BMP Description	Alternative BMP Description	Unit of Measure
IP	Inlet Protection	Filter Fabric Inlet Protection		LF
CIP	Curb Inlet Protection	Alternative BMP	Dandy Curb Bag for 3A Inlet	EA
EDIP	Excavated Drop Inlet Protection	Drop Inlet Excavation w/Gravel		EA
PFFF	Perimeter Filter Fabric Fence	Filter Fabric Fence		LF
FFDC	Filter Fabric Ditch Check	Filter Fabric Ditch Check		LF
SB	Sediment Basin	Sediment Basin w/ Surface Dewatering		CY
ST	Sediment Trap	Sediment Trap		CY
DWT	Dewatering Discharge	Dewatering Sediment Control		EA
SDWTD	Sediment Basin Surface Dewatering Device	Surface Dewatering Device		EA

Erosion Control BMP

BMP ID Type	BMP ID Type (Extended Name)	Standard BMP Description	Alternative BMP Description	Unit of Measure
SD	Slope Drain	Slope Drain		LF
DI	Dike	Earthen Dike		CY
CE	Construction Entrance	Rock Construction Entrance		CY
RDC	Rock Ditch Check	Rock Ditch Check		CY
ECM	Erosion Control Matting	Erosion Matting, Type		SY
RCP	Rock Channel Protection	Rock with Geotextile Fabric		CY
TS	Temporary Stabilization	Construction Seed and Mulch		SY
PS	Permanent Stabilization	Permanent Stabilization		SY

Miscellaneous Control BMP

BMP ID Type	BMP ID Type (Extended Name)	Standard BMP Description	Alternative BMP Description	Unit of Measure
CF	Construction Fence	Construction Fence		LF
CWO	Concrete Washout	Concrete Washout		EA
TAF	Temporary Access Fill	Causeway, Cofferdam, Dewatering Fill, etc.		EA

Outfalls

BMP ID Type	BMP ID Type (Extended Name)	Standard BMP Description	Alternative BMP Description	Unit of Measure
DSWD	Direct Surface Water Discharge	Direct Surface Water Discharge		

Designer Note: SWPPP Designers should utilize the BMP ID Type (short) naming conventions for BMP callouts and populating the BMP Inventory Tables shown in this appendix. BMP ID's should be numbered sequentially by Type (PFFF1, PFFF2, IP1, SB1, etc.). BMP ID Type (Extended Names) are not used in the BMP Inventory Tables and are included for reference only.

BMP ID Type and Standard BMP Descriptions will be used for validation when uploading the tables to SWPPPTrack. Ensure BMP Types and Standard BMP Descriptions above are used to create the BMP Inventory Tables. When Alternative BMP materials are proposed, the Alternative BMP Description name should be filled in with the proprietary device proposed on the SWPPP. The Alternative BMP Description should accurately describe the BMP with appropriate units. (i.e. 12" Compost Filter Sock, LF.) Curb Inlet Protection only utilize Alternative BMP and will always require an alternative description. Coordinate uploading of the inventory table with SWPPPTrack. BMP Inventory Table templates can be downloaded on ODOT's Office of Construction Administration website: <http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/InspectionForms.aspx>

Appendix A

Existing Conditions BMP Inventory Table

Ohio Department Of Transportation, SS 832 - Existing Conditions - BMP Inventory Table

Name:		Date Created:	
Company Name:			

Contract#	Part Code	BMP	Standard BMP Description	Alternative BMP Description	Plan Page	Quantity	Unit Of Measure	Roadway Name	Location Station	Road Orientation	Project Discharge
		PFFF1	Perimeter Filter Fabric Fence		4	375	LF	SR 7	145+32	RT	Y
		PFFF2	Perimeter Filter Fabric Fence		4	235	LF	SR 7	145+85	LT	Y
		PFFF3	Alternative BMP	12" Compost Filter Sock	11	305	LF	SR 14	96+50	RT	N
		IP1	Inlet Protection		5, 10	20	LF	SR 14	94+00	RT	Y
		IP2	Inlet Protection		5, 10	20	LF	SR 14	94+00	LT	Y
		CIP1	Alternative BMP	Dandy Curb Bag (3A Inlet)	5, 10	1	EA	SR 14	93+00	LT	Y
		CIP2	Alternative BMP	FlexStorm Catch It	6	1	EA	SR 14	155+55	LT	Y
		CIP3	Alternative BMP		6	1	EA	SR 14	155+50	RT	Y
		FFDC1	Filter Fabric Ditch Check		8	15	LF	SR 14	86+50	RT	Y

Proposed BMP Inventory Table

Ohio Department Of Transportation, SS 832 - PROPOSED - BMP Inventory Table

Name:		Date Created:	
Company Name:			

Contract#	Part Code	BMP ID	Standard BMP Description	Alternative BMP Description	Plan Page	Quantity	Unit Of Measure	Roadway Name	Location Station	Road Orientation	Project Discharge
		PFFF4	Perimeter Filter Fabric Fence		6,7	250	LF	SR 7	155+00	RT	Y
		CF1	Construction Fence		4	100	LF	SR 7	145+32	RT	N
		CF2	Construction Fence		4	230	LF	SR 7	145+85	LT	N
		CIP4	Alternative BMP	Dandy Curb Bag (3A Inlet)	4	1	EA	SR 7	146+25	LT	N
		CIP5	Alternative BMP	Dandy Curb Bag (3A Inlet)	4	1	EA	SR 7	146+40	LT	N
		CIP6	Alternative BMP	Dandy Curb Bag (3A Inlet)	4	1	EA	SR 7	146+60	LT	N
		CIP7	Alternative BMP	Dandy Curb Bag (3A Inlet)	4	1	EA	SR 7	146+40	RT	N
		CIP5	Alternative BMP	Dandy Curb Bag (3A Inlet)	4	1	EA	SR 7	146+60	RT	N
		CIP6	Alternative BMP	FlexStorm Catch It	4	1	EA	SR 7	148+35	LT	N
		CIP7	Alternative BMP	FlexStorm Catch It	4	1	EA	SR 7	148+40	LT	N
		CIP8	Alternative BMP	FlexStorm Catch It	4	1	EA	SR 7	148+35	RT	N
		CIP9	Alternative BMP	FlexStorm Catch It	4	1	EA	SR 7	148+35	RT	N
		CIP10	Alternative BMP	FlexStorm Catch It	5	1	EA	SR 7	150+35	RT	N
		CIP11	Alternative BMP	FlexStorm Catch It	5,10	1	EA	SR 14	94+40	RT	N
		CIP12	Alternative BMP	Dandy Curb	5,10	1	EA	SR 7	150+70	RT	N
		CIP13	Alternative BMP	Dandy Curb	5,10	1	EA	SR 7	150+85	LT	N
		CIP15	Alternative BMP	Dandy Curb	5,10	1	EA	SR 14	94+50	LT	N
		IP3	Alternative BMP	42" SedCatch SedCage	5,10	1	EA	SR 7	92+85	LT	Y
		IP4	Filter Fabric Inlet Protection		5,10	1	LF	SR 7	152+50	LT	N

Appendix B

SIGNATURE LIST

NPDES and Surface Water Pollution Prevention Plan
Contractors and Sub-contractors responsible for any Earth Disturbing Activity
Duty to inform contractors and subcontractors
(*OEPA Permit No.: OHC000005 Part III. E*)

Signature	Printed Name	Title	Company	Date



**Appendix C
SWPPP Review
Form**

ODOT Project Ct.-Rt.-Sec: _____
Proj. #/PID: _____
Date: _____

Question #	Question	YES	NO	N/A	Comments
1	Is the SWPPP specific to the purposed project?				
2	Has the Contractor filed for a Co-Operator's notice to OPEA?				
3	Does the SWPPP list "Operators" and contain signatures of responsible parties? (Any Contractor or sub who has day-to-day operational control over sediment and erosion control activities)				
4	Was the plan developed by a P.E./CPESC qualified individual?				
5	Does the SWPPP list the CECI?				
6	Does the SWPPP show installation details of all proposed Alternative BMP?				
7	Have the proposed Alternative BMP been accepted for use by the Engineer?				
8	Does the SWPPP include existing conditions plan sheets identifying BMP's to be installed with early earth disturbing activities? (i.e. mobilization, clearing and grubbing, tree clearing, contractor staging, demolition, etc.) (Ref. 832.09 B.)				
9	Does the SWPPP include proposed conditions plan sheets identifying BMP's to be installed based on final buildout drainage patterns? (Ref. 832.09 C.)				

Question #	Question	YES	NO	N/A	Comments
10	Have all discharge points, having a direct connection to a waterway, been labeled on the SWPPP? (Direct connections include ditches, channels, storm sewer outlets, direct sheet flow.)				
11	Have sediment controls been included on the SWPPP, intercepting all potential runoff from project and contractor disturbed areas?				
12	Have drainage tributary areas been identified for all sediment controls intercepting concentrated flows? (i.e. sediment traps/basins, FFDC, inlet protection) (Verify tributaries for existing condition BMP and tributaries for proposed condition BMP, Ref. 832.09)				
13	Are the selected sediment control BMP's appropriate for their tributary area? (i.e. 5 Ac max for sediment traps, 2 Ac max for FFDC, 1 Ac max for inlet protection)				
14	Are sediment traps/basin used for tributary areas exceeding 2 acres? (Sediment traps and basins should be used for larger drainage areas unless ponding water may cause a safety hazard to the public. Sediment traps/basins should be a SWPPP Designer's first option for sediment treatment.)				
15	Are volume sizing calculations shown on the SWPPP for all sediment traps/basins? (Traps/basins require a minimum 67 CY per acre dewatering zone plus 37 CY per acre sediment storage zone.)				
16	Does the SWPPP show preservation areas, wetlands, waterways within and adjacent to the project?				

Question #	Question	YES	NO	N/A	Comments
17	Does the SWPPP include all contractor EDA? (i.e. borrow/waste, staging areas, etc.)				
18	Does the SWPPP include a BMP implementation schedule that aligns with the Contractor's construction sequence?				
19	Does the SWPPP show fuel storage locations and list procedures for spill prevention and countermeasures?				
20	Are concrete washouts, fuel storage, staging areas shown on the plan? (Ensure these activities are a minimum 100-feet away from a waterway.)				
21	Are construction entrances shown at all points of egress?				
22	Does the SWPPP show a schedule of stabilization practices? (i.e. temporary and permanent seeding based on dormant areas)				
23	Does the SWPPP show soil types and identify any highly erodible areas? (i.e. steep slopes requiring additional erosion control BMP)				
24	Do all BMP include adequate details for installation? (Ensure all BMP can be appropriately installed as shown on the plans)				

Appendix D



Co-Permittee Notice of Intent for Coverage Under Ohio EPA Storm Water Construction General Permit

Submission of this NOI constitutes notice that the party identified in Section I of this form intends to be authorized by Ohio's NPDES general permit for storm water associated with construction activity. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. NOTE: All necessary information must be provided on this form. Read the accompanying instructions *carefully* before completing the form. Do not use correction fluid on this form. Forms transmitted by fax will not be accepted. There is no fee associated with submitting this form.

I. Applicant Information/Mailing Address

Company (Applicant) Name: _____
Mailing (Applicant) Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ Phone: _____ Fax: _____
Contact E-Mail Address: _____

II. Facility/Site Location Information

Existing Ohio EPA Facility Permit Number: __ GC _____ * __ G OR OHR1 _____
Initial Permittee Name: _____ Phone: _____
Facility/Site Name: _____
City: _____ Township(s): _____
County(ies): _____ State: Ohio Zip Code: _____
Facility Contact Person: _____ Phone: _____ Fax: _____
Facility Contact E-Mail Address: _____

III. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Applicant Name: _____ Title: _____
Applicant Signature: _____ Date: _____

Appendix E

http://www.epa.state.oh.us/portals/35/permits/OHC000005/Final_OHC000005.pdf



Page 1 of 60

Ohio EPA Permit No.: OHC000005

Issuance Date: April 23, 2018

Effective Date: April 23, 2018

Expiration Date: April 22, 2023

OHIO ENVIRONMENTAL PROTECTION AGENCY

GENERAL PERMIT AUTHORIZATION FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et. seq. hereafter referred to as "the Act") and the Ohio Water Pollution Control Act [Ohio Revised Code ("ORC") Chapter 6111], dischargers of storm water from sites where construction activity is being conducted, as defined in Part I.B of this permit, are authorized by the Ohio Environmental Protection Agency, hereafter referred to as "Ohio EPA," to discharge from the outfalls at the sites and to the receiving surface waters of the state identified in their Notice of Intent ("NOI") application form on file with Ohio EPA in accordance with the conditions specified in Parts I through VII of this permit.

It has been determined that a lowering of water quality of various waters of the state associated with granting coverage under this permit is necessary to accommodate important social and economic development in the state of Ohio. In accordance with OAC 3745-1-05, this decision was reached only after examining a series of technical alternatives, reviewing social and economic issues related to the degradation, and considering all public and intergovernmental comments received concerning the proposal.

This permit is conditioned upon payment of applicable fees, submittal of a complete NOI application form, development (and submittal, if applicable) of a complete Storm Water Pollution Prevention Plan (SWP3) and written approval of coverage from the director of Ohio EPA in accordance with Ohio Administrative Code ("OAC") Rule 3745-38-02.

Craig W. Butler
Director

Total Pages: 60

Appendix F

**Temporary Sediment and Erosion Control Best Management Practices (BMP)
Unit Price Schedule, October 2018**

EROSION CONTROL PRICES

Item	Unit	Description	Project Identified EDA (acres)					Fixed Price (\$)	Comment
			<5	5 to 10	10 to 15	15 to 20	>20		
			Price (\$)						
832	Sq. Yd.	Construction Seeding and Mulching	1.00	0.92	0.83	0.75	0.74		Based on NOI acres
832	Feet	Slope Drains						12.00	
832	Cu. Yd.	Sediment Basins and Dams						13.50	[3]
832	Cu. Yd.	Excavated Drop Inlet Protection						13.50	
832	Feet	Perimeter Filter Fabric Fence	4.05	3.10	2.85	2.55	2.30		Based on NOI acres
832	Feet	Filter Fabric Ditch Check						11.00	
832	Feet	Inlet Protection						11.25	
832	Cu. Yd.	Earthen Dike/Berm						3.00	
832	Sq. Yd.	Temporary Stabilization Matting						2.50	
832	Cu. Yd.	Rock Ditch Check, Type C or D without Filter						50.00	[1]
832	Cu. Yd.	Rock Channel Protection, Type C or D with Filter						55.00	[1]
832	Cu. Yd.	Rock Channel Protection, Type C or D without Filter						50.00	[1]
832	Cu. Yd.	Basin Sediment Removal						10.00	
832	Cu. Yd.	Miscellaneous Sediment Removal						15.50	
832	Feet	Construction Fence						5.75	
832	Sq. Yd.	Construction Mulching	0.79	0.71	0.58	0.56	0.54		Based on NOI acres
832	Sq. Yd.	Winter Seeding and Mulching	1.08	1.00	0.92	0.85	0.81		Based on NOI acres
832	Cu. Yd.	Construction Entrance						75.25	

[1] Add the following amount per cubic yard for the cost of Type C or D Rock materials.

[3] Add the amount for the appropriately sized surface dewatering device for sediment basin outlet.

Appendix F

BMP ROCK MATERIAL SCHEDULE

District [2]	Purchase & Delivered to Job		Produced on Job	
	Type C	Type D	Type C	Type D
1	\$ 60.00	\$ 58.00	\$ 27.50	\$ 27.50
2	\$ 60.00	\$ 58.00	\$ 27.50	\$ 27.50
3	\$ 67.00	\$ 65.00	\$ 27.50	\$ 27.50
4	\$ 71.00	\$ 68.00	\$ 27.50	\$ 27.50
5	\$ 63.00	\$ 60.00	\$ 27.50	\$ 27.50
6	\$ 65.00	\$ 63.00	\$ 27.50	\$ 27.50
7	\$ 65.00	\$ 63.00	\$ 27.50	\$ 27.50
8	\$ 65.00	\$ 63.00	\$ 27.50	\$ 27.50
9	\$ 66.00	\$ 65.00	\$ 27.50	\$ 27.50
10	\$ 70.00	\$ 68.00	\$ 27.50	\$ 27.50
11	\$ 65.00	\$ 63.00	\$ 27.50	\$ 27.50
12	\$ 71.00	\$ 68.00	\$ 27.50	\$ 27.50

[2] Based on the District in which the project is administered.

SEDIMENT BASIN SURFACE DEWATERING DEVICE

Device Size	Purchase & Delivered to Job
1 1/2"	\$598.00
2"	\$750.00
2 1/2"	\$915.00
3"	\$1,100.00
4"	\$1,590.00
5"	\$2,375.00
6"	\$3,650.00
8"	\$6,000.00

[3] Surface dewatering device sized appropriately for sediment basin

Designer Note:

Provide this Supplemental Specification on all plans.

Under the Erosion Control heading, provide the following Reference Items:

Item 832 Each Erosion Control - Provide an encumbered dollar value to be placed in the proposal for Item: 832 Each Erosion Control. This amount is for both the “quantity” and “total” fields. This amount should only be provided in the C2 Estimate, the Special Considerations Field on the Plan Package Submittal Form, and in the Plans.

Example: \$10,000 set up for Item 832 Each Erosion Control then 10,000 placed in the “quantity” and “total” fields.

Item 832 Lump Sum Storm Water Pollution Prevention Plan - Provide a Lump Sum item for Storm Water Pollution Prevention Plan for projects that have 1 or more acres of estimated Total EDA.

Item 832 Lump Sum Storm Water Pollution Prevention Inspections – Provide a Lump Sum item for Storm Water Pollution Prevention Inspections which includes the anticipated weekly, rainfall event and monthly inspections.

Item 832 Lump Sum Storm Water Pollution Prevention Inspection Software services. Include costs for the SWPPPTrack software based on Contractor duration to achieve 70% permanent vegetation establishment.

For additional guidance on the NPDES process for ODOT projects, see the NPDES Construction Permit Implementation Plan flowchart on the Office of Hydraulic Engineering website.

For help estimating the encumbered dollar value for the Item 832 - Erosion Control, see the BMP Estimator on the DRRC website (<http://www.dot.state.oh.us/drrc/>).

Latest version of the OEPA NPDES Permit (OHC000005) combines Big Darby and Olentangy specific watershed requirements. Provide plan notes on the Preliminary SWPPP related to watershed specific requirements such as testing of stormwater discharge. Modify the Storm Water Pollution Prevent Inspection Lump Sum item of this specification to include all permit required stormwater testing.

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION 902
CONDUIT INSPECTION EQUIPMENT**

December 31, 2012

902.01 Crawler Mounted Camera

902.02 Crawler Mounted Camera with Laser Profiler

902.03 Mandrel

902.01 Crawler Mounted Camera. Provide a crawler mounted video camera capable of recording the identification, location and description of the conduit condition with all equipment necessary to perform the inspection.

Provide a crawler mounted camera that meets all the requirements listed in A, B, and C below.

Provide a letter of certification to the project engineer from an independent testing facility stating that the crawler mounted camera meets all the requirements in 902.01.

A. Provide a crawler that meets the following requirements:

1. Capable of inspecting conduits ranging in size from 12 to 120 inches .
2. All-wheel drive or track-mounted.
3. Adjustable camera height such that the camera can be centered in the conduit vertically and horizontally.
4. Crawler does not obstruct the camera's view or interfere with proper recording of the conduit condition.
5. Crawler speed is adjustable with an operating speed while recording not to exceed 30 feet per minute.

B. Provide a video camera that meets the following requirements:

1. Zoom ratio of at least 40:1. Can be achieved with a combination of optical and digital zoom, however the optical zoom ratio must be at least 10:1.
2. Light source that allows all areas of concern to be readily observed.
3. Capable of 360 degree rotation as well as pan and tilt to a 90 degree angle to the axis of the conduit.

C. Provide a recording device that is capable of recording video with the conduit identification, location and type shown on the video. Furnish the video recording in MPEG2 format at a resolution of 720 × 480 on one of the following media types: DVD, CD or other media type approved by the Office of Hydraulic Engineering.

902.02 Crawler Mounted Camera with Laser Profiler. Provide a crawler mounted video camera with laser profiler, rotating laser or laser ring capable of measuring and recording

the identification, location, and description of the conduit condition with all equipment necessary to perform the inspection.

Provide a crawler mounted camera with laser profiler that meets the requirements listed above for the crawler mounted camera and all the requirements listed in A, B, and C below for the laser profiler.

Provide a letter of certification from an independent testing facility stating that the laser profiler meets all the requirements in 902.02.

A. Provide laser profiler that meets the following requirements:

1. Capable of measuring the actual deformities with at least 0.50 percent precision when tested at 30 feet per minute. Measurements must be taken at least 30 times per second as the laser profiler moves through the conduit.
3. Profiles conduit ranging in size from 12 to 48 inches.
4. Conduit deflection must be calculated from the actual interior diameter or by inputting the nominal diameter.
5. All measurements must be taken and recorded automatically and be unable to be manually input or modified.
6. Provide a repeatability of 0.12 percent or better.

B. Calibrate the laser profiling measuring equipment according to ASTM E691 and ASTM E177 and provide written certification from an independent testing facility that it meets the above requirements. Recalibrate the equipment if the laser profiler or camera are modified or repaired.

An independent testing facility must certify that the equipment will meet performance requirements under normal operating conditions (not just in a controlled environment).

C. Provide a crack and defect measuring tool that meets the following requirements:

1. Measurement accuracy of at least 1/32 inch for defects one inch or smaller, and at least 3/32 inch for defects larger than one inch.
2. Shows a calibration procedure on the video display at every measurement.
3. Demonstrate during every measurement that the video micrometer and camera lens is positioned perpendicular to the defect or joint being measured.

902.03 Mandrel. Provide a metal mandrel sized to ensure the maximum deflection does not exceed the allowable specified in Table 902.03.

Ensure the mandrel has at least nine points evenly distributed around the circumference, and a length equal to or greater than the nominal diameter of the conduit. Do not use an adjustable mandrel. Provide a proving ring to verify the mandrel size. Provide enough cable or rope to pull the mandrel through the conduit, up to a maximum distance of 750 feet.

Table 902.03 Summary of Mandrel Sizes Based on 7.5% Deflection

Nominal Pipe Diameter	Minimum Mandrel Size
12"	11.10"
15"	13.88"
18"	16.65"
21"	19.43"
24"	22.20"
27"	24.98"
30"	27.75"
36"	33.30"
42"	38.85"
45"	41.63"
48"	44.40"

Designer Note: Attach to all projects with Item 611. This specification describes the equipment required to perform conduit inspection as part of Item 611.

FEDERAL PREVAILING WAGE RATES

For "Construction" projects as defined in Section 4115.03 of the Ohio Revised Code, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project subject to Federal Labor Standards Provisions, including the payment of prevailing wage rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

The successful bidder will be required to submit all required documentation and weekly payrolls as work progresses to the City of Massillon Prevailing Wage Coordinator.

Superseded General Decision Number: OH20250001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Modification Number Publication Date
 0 01/02/2026

BROH0001-001 06/01/2024

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

 BROH0001-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30

 BROH0003-002 06/01/2024

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

 BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2024

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships),
STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-002 06/01/2024

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-005 06/01/2023

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 32.40	19.30

BROH0007-010 06/01/2024

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 33.39	20.06

BROH0008-001 06/01/2024

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,
Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 33.39	20.06

BROH0009-002 06/01/2024

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2024

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0014-002 06/01/2024

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0016-002 06/01/2023

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30

BROH0018-002 06/01/2024

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0022-004 06/01/2024

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0032-001 06/01/2024

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0035-002 06/01/2024

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0039-002 06/01/2024

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0040-003 06/01/2024

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee

Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2024

	Rates	Fringes
Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 33.39	20.06

BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 35.39	17.47

BROH0046-002 06/01/2024

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0052-003 06/01/2024

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0055-003 06/01/2024		

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

CARP0002-024 05/01/2025		

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 35.94	23.59
Diver.....	\$ 40.58	9.69

CARP0171-001 05/01/2025		

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02

CARP0171-002 05/01/2025		

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 32.50	26.19

CARP0200-002 05/01/2025		

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.94	23.59
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 35.94	23.59

CARP0285-001 05/01/2025		

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28

CARP0285-002 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69

CARP0285-008 05/01/2025

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07

CARP0351-005 05/01/2025

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56

CARP0351-006 05/01/2025

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13

CARP0372-002 05/01/2025

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33

CARP0435-005 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64

CARP0735-001 05/01/2025

ASHLAND, HURON & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 34.67	23.57

CARP0735-002 05/01/2025

LORAIN

	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01

CARP0735-004 05/01/2025

ERIE

	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14

CARP0744-001 05/01/2025		

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05

CARP1090-002 05/01/2025		

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39
DIVERS - \$250.00 per day		

CARP1090-003 05/01/2025		

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91

CARP1090-004 05/01/2025		

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

CARP1090-005 05/01/2025		

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

CARP1090-006 05/01/2025		

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

CARP1090-007 05/01/2025		

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

 CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

 CARP1090-009 05/01/2025

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
 PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 37.98	28.63

DIVERS - \$250.00 per day

 ELEC0008-002 05/27/2024

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
 PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06

 ELEC0032-003 06/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
 WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
 Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.60

 ELEC0038-002 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
 LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 46.63	24.92

FOOTNOTES;
 a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
 Labor Day; Thanksgiving Day; & Christmas Day
 b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
 vacation for 2 or more years' service

 ELEC0038-008 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...\$	34.30	14.95
Installer Technician.....\$	33.05	14.91

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

ELEC0064-003 11/30/2025

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....\$	41.49	21.81

ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...\$	39.97	27%+8.00
Municipal Power/Transit Projects.....\$	49.46	27%+8.25
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...\$	31.10	27%+8.00
Municipal Power/Transit Projects.....\$	38.47	27%+8.25
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...\$	43.89	27%+8.00
Municipal Power/Transit Projects.....\$	54.96	27%+8.25

ELEC0071-010 01/06/2025

Statewide

	Rates	Fringes
Line Construction		
Equipment Operator.....\$	40.44	4%+16.09
Groundman.....\$	29.07	4%+13.81
Lineman & Cable Splicers....\$	46.02	4%+17.20

ELEC0082-002 12/02/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

ELEC0082-006 11/25/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.85	5.30
Installer/Technician.....	\$ 27.70	15.71

ELEC0129-003 02/24/2025

LORAIN (Except Columbia Township) & MEDINA (Litchfield &
Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0129-004 02/24/2025

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0141-003 06/02/2025

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.25	31.23

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/02/2025

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
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ELECTRICIAN.....\$ 38.05 22.97

ELEC0245-001 08/26/2024

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.95	28%+7.85
Groundman Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of
the workday prior to Christmas or New Year's Day

ELEC0245-003 01/01/2025

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%
Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting Technician.....	\$ 42.18	8.10+28%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial
Day; Independence Day; Labor Day; Thanksgiving Day; &
Christmas Day. Employees who work on a holiday shall be
paid at a rate of double their applicable classified
straight-time rates for the work performed on such holiday.

ELEC0245-004 01/01/2025

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial
Day; Independence Day; Labor Day; Thanksgiving Day; &
Christmas Day. Employees who work on a holiday shall be
paid at a rate of double their applicable classified
straight-time rates for the work performed on such holiday.

ELEC0246-001 10/28/2024

Carroll, Columbiana, Harrison and Jefferson Counties in Ohio;
Brooke and Hancock Counties in West Virginia.

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/27/2024

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

ELEC0317-002 06/02/2025

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 41.15	29.35

ELEC0540-005 06/30/2025

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.86	29.19

ELEC0573-003 06/01/2025

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.20	23.37

ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal,

Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

ELEC0648-001 09/01/2025		

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 38.00	24.162

ELEC0673-004 05/26/2025		

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 41.17	24.58

ELEC0683-002 06/02/2025		

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.00	26.40
ELECTRICIAN.....	\$ 43.00	26.37

ELEC0688-003 05/30/2022		

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2024		

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON

COUNITES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.25	33.33
ELECTRICIAN.....	\$ 40.00	33.32

 ELEC1105-001 05/27/2024

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.60	24.41

 ENGI0018-003 05/01/2024

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41
GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41
GROUP 7.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine,

Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2024

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,

LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating WellPoints; Pump (4" & over discharge); Railroad

Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Artiaculating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30

HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 31.65	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 28.53	24.30
ALL OTHER WORK		
GROUP 1.....	\$ 37.19	24.30
ALL OTHER WORK		
GROUP 2.....	\$ 36.92	24.30
ALL OTHER WORK		
GROUP 3.....	\$ 32.06	24.30
ALL OTHER WORK		
GROUP 4.....	\$ 28.77	24.30
ALL OTHER WORK		
GROUP 5.....	\$ 25.94	24.30

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck

Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

 IRON0017-002 05/01/2024

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEauga, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 36.83	29.01

 IRON0017-010 05/01/2024

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing.....	\$ 36.83	29.01

 IRON0044-001 06/01/2025

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 38.27	23.90

IRON0044-002 06/01/2025

CLINTON (South of a line drawn from Blanchester to Lynchburg),
HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of
county inside lines drawn from Marshall to Lynchburg from the
northern county line through E. Monroe to Marshall) & WARREN
(South of a line drawn from Blanchester through Morrow to the
west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 35.88	23.90
Ornamental; Structural.....	\$ 37.77	23.90

IRON0055-003 07/01/2024

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30
meet through N. Liberty to the northern border & from said Hwy
junction point due west to the border), DEFIANCE (S. of a line
drawn from where Rte. #66 meets the northern line through
Independence to the eastern county border), ERIE (Western 1/3),
FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville
to a point 4 miles south of the northern line on the eastern
line), HENRY, HURON (West of a line drawn from the northern
border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM
(East of a line drawn from the northern border down through
Miller City to where #696 meets the southern border), SANDUSKY,
SENECA, WILLIAMS (East of a line drawn from Pioneer through
Stryker to the southern border), WOOD & WYANDOT (North of Rte.
#30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20

IRON0147-002 06/01/2025

ALLEN (Northern half), DEFIANCE (Northern part, excluding south
of a line drawn from where Rte. #66 meets the northern line
through Independence to the eastern county border), MERCER
(Northern half), PAULDING, PUTNAM (Western part, excluding east
of a line drawn from the northern border down through Miller
City to where #696 meets the southern border), VAN WERT, and
WILLIAMS (Western part, excluding east of a line drawn from
Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.00	26.39

IRON0172-002 06/01/2025

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth),
COSHOCOTON (West of a line beginning at the northwestern county

line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.87	23.15

IRON0207-004 06/01/2025		

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 37.26	28.16
Ornamental; Reinforcing;		
Structural.....	\$ 36.26	28.16

IRON0290-002 06/01/2025		

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.39	25.35

IRON0549-003 12/01/2022		

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2024		

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 34.70	22.88

IRON0769-004 06/01/2025		

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 39.70	29.59

IRON0787-003 06/01/2025		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.10	24.65

LABO0265-008 05/01/2024		

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION.....	\$ 38.56	14.45
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

 PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

Rates Fringes

PAINTER

COMMERCIAL NEW WORK;
 REMODELING; & RENOVATIONS

GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95

COMMERCIAL REPAINT

GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN007-002 07/01/2025

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

Rates Fringes

PAINTER

NEW COMMERCIAL WORK

GROUP 1.....	\$ 33.66	23.88
GROUP 2.....	\$ 34.66	23.88
GROUP 3.....	\$ 34.66	23.88
GROUP 4.....	\$ 34.66	23.88
GROUP 5.....	\$ 34.66	23.88
GROUP 6.....	\$ 34.66	23.88
GROUP 7.....	\$ 34.66	23.88
GROUP 8.....	\$ 34.66	23.88
GROUP 9.....	\$ 34.66	23.88

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

 PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 26.30	10.20
Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

 PAIN0093-001 12/01/2024

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
 WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....		
	\$ 36.44	24.46
Power Generating Facilities.	\$ 33.29	24.46

 PAIN0249-002 05/01/2025

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....	\$ 29.15	13.97
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 33.09	13.97
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 29.90	13.97
GROUP 4 - Steeplejack Work..	\$ 30.10	13.97
GROUP 5 - Coal Tar.....	\$ 30.65	13.97
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 37.86	13.97
GROUP 7 - Tanks, Stacks & Towers.....	\$ 33.86	13.97
GROUP 8 - Bridge Blaster, Rigger.....	\$ 40.86	13.97

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

PAINTER

Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...\$	28.63	7.25

PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

Rates Fringes

PAINTER

Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities.\$	32.94	19.49

PAIN0476-001 06/01/2025

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PAINTER

GROUP 1.....	\$ 30.64	18.36
GROUP 2.....	\$ 40.27	18.36
GROUP 3.....	\$ 40.27	18.36
GROUP 4.....	\$ 31.14	18.36
GROUP 5.....	\$ 31.29	18.36
GROUP 6.....	\$ 35.27	18.36
GROUP 7.....	\$ 32.64	18.36

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above 50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 01/01/2025

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 33.32	21.54
GROUP 2.....	\$ 35.02	21.54
GROUP 3.....	\$ 36.72	21.54
GROUP 4.....	\$ 40.03	21.54

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2024

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA
 (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice,
 Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem
 Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

 PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

 PAIN0841-001 07/01/2025

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
 SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 31.93	18.15
GROUP 2.....	\$ 32.58	18.15
GROUP 3.....	\$ 32.68	18.15
GROUP 4.....	\$ 32.78	18.15
GROUP 5.....	\$ 33.18	18.15
GROUP 6.....	\$ 38.60	18.15
GROUP 7.....	\$ 33.18	18.15

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper, Drywall Finisher and Follow-up Man Using Automatic Tools

 PAIN0841-002 07/01/2025

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 33.18	18.15
Brush & Roller.....	\$ 31.93	18.15
Spray; Tank Interior & Exterior.....	\$ 32.78	18.15

 PAIN1020-002 07/01/2025

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 27.59	18.54
Drywall Finishing & Taping..	\$ 28.34	18.54
Lead Abatement.....	\$ 29.34	18.54
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 28.34	18.54
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 27.84	18.54
Wallcoverings.....	\$ 28.34	18.54

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

 PAIN1275-002 05/01/2025

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 37.26	15.16
Brush; Roller.....	\$ 30.20	15.16
Sandblasting;		

Steamcleaning;		
Waterblasting (3500 PSI or		
Over)& Hazardous Work.....	\$ 32.35	15.16
Spray.....	\$ 32.15	15.16
Stacks; Tanks; & Towers.....	\$ 34.46	15.16
Structural Steel & Swing		
Stage.....	\$ 30.50	15.16

 PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

 PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

 PLAS0132-002 07/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.35	17.65

 PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

 PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

 PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

 PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

 PLAS0886-001 07/01/2025

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

PLAS0886-003 07/01/2025		

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

PLAS0886-004 07/01/2025		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT

	Rates	Fringes
PLASTERER.....	\$ 35.29	23.07

PLUM0042-002 07/01/2025		

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.02	26.45

PLUM0050-002 06/30/2025		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 51.00	32.56

PLUM0055-003 05/05/2025		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 & Smith Road) & SUMMIT (N. of Rte. #303, including the corporate limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 44.86	30.03

PLUM0083-001 07/01/2023		

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.94	37.35

PLUM0094-002 05/01/2025		

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
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PLUMBER/PIPEFITTER.....\$ 47.48 27.14

PLUM0120-002 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

Rates Fringes

PIPEFITTER.....\$ 49.17 28.55

PLUM0162-002 06/01/2024

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 43.05 27.18

PLUM0168-002 06/01/2025

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 40.92 37.20

PLUM0189-002 06/01/2024

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 43.25 26.94

PLUM0219-002 06/01/2025

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of Medina County - All territory south of this line), PORTAGE, and SUMMIT (S. of Rte. #303) COUNTIES

Rates Fringes

Plumber and Steamfitter.....\$ 46.87 28.39

PLUM0392-002 06/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 43.30 27.40

PLUM0396-001 06/01/2025

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427), MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.55	29.25

PLUM0495-002 06/01/2025

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.32	37.60

PLUM0577-002 06/01/2025

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.65	28.56

PLUM0776-002 07/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.76	30.81

TEAM0377-003 05/01/2025

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 34.26	18.85
GROUP 2.....	\$ 35.26	18.85

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When

Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;
Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck
Mechanic

TEAM0436-002 05/01/2025

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 34.92	19.30
GROUP 2.....	\$ 35.73	19.30

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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Prevailing Wage Affidavit of Compliance

I _____, _____,
(Name of person signing affidavit) (Title)

Do hereby certify that the wages paid to all employees of _____
(Company Name)

for all hours worked on the _____
(Project and Location)

project, during the period from _____ to _____
(Project Dates)

are in compliance with State and/or Federal prevailing wage requirements.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20____.

_____ (Notary Public) (STAMP)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.