

2026 CHIP SEAL PROJECT



TROY TOWNSHIP

ROAD BID PACKAGE



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ADVERTISEMENT FOR BIDS

Separate sealed bids for the 2026 ROAD CHIP SEAL PROJECT, TROY TOWNSHIP, RICHLAND COUNTY, OHIO will be received by the Troy Township Board of Trustees, during a special meeting on May 12, 2026, at 6:00 pm at 247 South Mill Street, Lexington, Ohio, 44904, and then at said office publicly opened and read aloud.

Copies of the survey, plans, profiles, cross sections, estimates, and specifications for such improvement are on file with the Troy Township Board of Trustees at 247 South Mill Street, Lexington, Ohio, 44904. The bidder must obtain the plans, specifications, etc. at their own expense and the cost is non-refundable. The plans and specifications may be obtained on or after April 28, 2026. Each bidder requesting that a set of plans, specifications, etc. be mailed to the bidder shall pay the additional shipping and handling charges to Troy Township Board of Trustees, c/o Sarah Wilkinson, Fiscal Officer, 247 South Mill Street, Lexington, Ohio, 44904.

Each proposal must contain the full name of the party or parties making the same and all persons interested therein, and be accompanied, pursuant to Section 153.54 of the Ohio Revised Code, by a satisfactory BID GUARANTY: either a BID BOND or a BID AND PERFORMANCE PAYMENT BOND executed by the bidder and an acceptable surety, in an amount equal to one hundred percent (100%) of the total amount for each individual proposal; (pgs. 4 thru 4a), or, by a certified check, cashier's check, or a letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in an amount equal to ten percent (10%) of the total amount for each individual proposal, payable to Troy Township Board of Trustees as a guarantee that if the proposal is accepted, a contract will be entered into.

The Owner reserves the right to waive any informalities or to reject any or all bids.

Attention of bidders is particularly called to the minimum wage rates to be paid under the contract.

The estimated construction cost: \$ 138,960

By: Troy Township Board of Trustees; Sarah Wilkinson, Fiscal Officer

Posted: Tuesday, April 28, 2026

INFORMATION TO BIDDERS

1. **Receipt and Opening of Bids**

The Troy Township Board of Trustees (*herein called the "Owner"*) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the Troy Township Board of Trustees, 247 South Mill Street, Lexington, Ohio 44904, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Troy Township Board of Trustees c/o Sarah Wilkinson, Fiscal Officer at the office of the Troy Township Board of Trustees, 247 South Mill Street, Lexington, Ohio 44904, by 6:00 pm on May 12, 2026, and designated on the outside as bid for **2026 ROAD CHIP SEAL PROJECT, TROY TOWNSHIP, RICHLAND COUNTY, OHIO.**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof, except in accordance with Ohio Revised Code 9.31.

2. **Preparation of Bid**

Each bid must be submitted on the prescribed form furnished by Troy Township Board of Trustees. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. A separate price shall be bid for labor and a separate price shall be bid for material for each item.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. Each proposal shall contain the bidder's signature in full, followed by the printed post office address of the bidder. Such address is the one to which notice of award of the Contract may be mailed or delivered. When the bidder is a firm, the agent signing the firm's name shall also state the names of the individuals composing the firm. If the bidder is a corporation, the person signing for the corporation shall state under the laws of which State the corporation is chartered.

3. **Enumeration of Plans and Specifications**

- a. Location Map
- b. The 2023 State of Ohio Department of Highways' "Construction and Material Specifications," as amended to date, except for the General Provisions contained therein are hereby made a part of the contract documents unless specifically modified in the contract documents or on the plans.

- c. The contract documents also include the following:
- 1) Advertisement for Bids (Page 1);
 - 2) Information to Bidders (Pages 2 thru 2e, inclusive);
 - 3) Prevailing Wage Rates (Pages 2-1 thru 2-79, inclusive);
 - 4) Contractor's Bid for Unit Price Contract (Pages 3 thru 3a, inclusive);
 - 5) Bid Bond (Page 4 thru 4b, inclusive);
 - 6) Bid and Performance Payment Bond (Page 4c);
 - 7) Non-Collusion Affidavit (Page 4d);
 - 8) Experience Record (Page 4e);
 - 9) Agreement (Pages 5 thru 5f, inclusive);
 - 10) Affidavit for Corporation (Page 5g);
 - 11) Personal Property Tax Affidavit (Page 5h);
 - 12) Certification of Contractor Compliance (49 CFR 382) (Page 5i);
 - 13) Performance Payment Bond (Page 6);
 - 14) Notice of Award to Surety (Page 6a);
 - 15) Notice of Commencement (Page 6b);
 - 16) General Conditions (Pages 7-1 thru 7-73, inclusive);
 - 17) Supplementary Conditions (Pages 7-74 thru 7-78, inclusive);
 - 18) Specifications (Pages 8 thru 8g, inclusive);
 - 19) Listing of Roads to be Resurfaced (Page 9);
 - 20) Location Map of Roads to be Resurfaced (Page 10)

4. **Qualification of Bids**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein; to waive informalities; and to accept any bid which is deemed most favorable. Conditional bids will not be accepted.

5. **Bid Guaranty**

Each bid must be accompanied, pursuant to Section 153.54 of the Ohio Revised Code, by a satisfactory BID GUARANTY: either a BID BOND or a BID AND PERFORMANCE PAYMENT BOND executed by the bidder and an acceptable surety, in an amount equal to one hundred percent (100%) of the total amount for each individual proposal; (pgs. 4 thru 4b), or, by a certified check, cashiers check, or a letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in an amount equal to ten percent (10%) of the total amount for each individual proposal, payable to Troy Township Board of Trustees as a guarantee that if the proposal is accepted, a contract will be entered into.

Such check, letters of credit, or bonds will be returned to all except the three lowest bidders within five days after the opening of bids, and the remaining checks, letters of credit, and bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 60 days after the day of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. **Qualification of Bidders**

Each bidder must have the appropriate, current ODOT prequalification for this type project, and present their Certificate of Qualification at the time of the bid opening. The qualification status must be current and continue to be in force at the time of bid, at the time of award, and through the life of the contract.

7. **Liquidated Damages for Failure to Enter into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. **Time of Completion and Liquidated Damages**

THE SUCCESSFUL BIDDER AGREES THAT WORK SHALL BE COMPLETED BY AUGUST 31, 2026.

THE SUCCESSFUL BIDDER HEREBY AGREES TO PAY AS LIQUIDATED DAMAGES, THE SUM OF **FIVE HUNDRED DOLLARS (\$500.00)** FOR EACH CONSECUTIVE CALENDAR DAY THEREAFTER THAT THE PROJECT IS NOT COMPLETED. *(The provision for “Liquidated Damages” is further referenced in the “SUPPLEMENTARY CONDITIONS”).*

9. **Conditions of Work**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

10. **Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Troy Township Board of Trustees, c/o Sarah Wilkinson, Fiscal Officer, 247 South Mill Street, Lexington, Ohio 44904, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than 72 hours prior to the date fixed for the opening of bids, excluding Saturdays, Sundays and legal holidays. Any addendum issued within 72 hours of the published time for the opening of bids shall provide for extending the time for opening of bids one week to permit necessary modifications in the Contractor’s proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

11. **Security for Faithful Performance**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the “GENERAL CONDITIONS” included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

12. **Power of Attorney**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. **Notice of Special Conditions**

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Insurance requirements;
- b. Ohio Wage Rates;

14. **Laws and Regulations**

The bidder’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. **Method of Award - Lowest and Best Bidder**

If at the time this contract is to be awarded, the lowest and best bidder has submitted a bid that does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded at the Owner’s option. If such bid exceeds such amount, the Owner may reject all bids.

The Owner reserves the right to include alternates in any order, in the analysis of the bid.

16. **Obligation of Bidder**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

17. **Non-collusion Affidavit**

Each bid must be accompanied by a completely executed “NON-COLLUSION AFFIDAVIT” which shall be on the form enclosed herewith (4d), signed by the bidder and notarized.

18. **Nondiscrimination & Intimidation**

That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor’s or subcontractor’s behalf, by reason of race, religion, color, sex, national origin, handicap, age or military status as defined in section 4112.01 of the Revised Code, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates:

That no contractor, subcontractor, or any person acting on a contractor’s or subcontractor’s behalf in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin, handicap, age or military status as defined in section 4112.01 of the Revised Code.

In the event of any violation of the terms and conditions of this section by the Contractor, any Subcontractor, or any person acting on behalf of the Contractor, there shall be a forfeiture of twenty-five (\$25) for each person who is discriminated against or intimidated in violation of this Contract or Section 153.59 of the Ohio Revised Code. The amount of forfeiture shall be deducted from the amount payable to the Contractor for the first violation of this section.

In the event of a second or subsequent violation of the terms and conditions of this section by the Contractor, any Subcontractor, or any person acting on behalf of the Contractor, the Contract will be canceled and all funds due the Contractor hereby may be forfeited in accordance with Section 153.60 of the Ohio Revised Code.

19. **Bids in Excess of Estimate**

No contract for the project shall be entered into if the total bid price of the project, or, if the project involves multiple contracts where the total bid price of all contracts including all changes and estimates of expenses for architects and engineers, is in excess of ten percent (10%) above the entire estimate thereof.

The estimated construction cost is:

\$138,960

20. **Price Adjustment Exclusions**

The Contractor shall NOT receive Asphalt Binder Price Adjustments (C&MS 401.20), Steel Price Adjustments (PN 525), or Fuel Price Adjustments (PN 520) for any work on items listed in the Price Adjustments Exclusions Table.

21. **Labor Standards**

The Contractor agrees that all laborers and mechanics employed by contractors or sub-contractors on construction work performed under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the **Ohio Prevailing Wage Determination Schedule** made a part of these documents.

22. **Equal Employment Opportunity**

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, handicap, age or military status and will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, handicap, age or military status. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, Transfer, Recruitment or Recruitment Advertising, Layoff, Termination, Rates of Pay or other Forms of Compensation, and Selection for Training, including Apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration of employment without regard to race, religion, color, sex, national origin, handicap, age or military status. The Contractor will incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (*other than subcontracts for standard commercial supplies or raw materials*), and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

23. **Ohio and United States Products**

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES. THE CONTRACTOR SHALL, TO THE EXTENT PRACTICABLE, USE AND SHALL CAUSE ALL OF HIS SUBCONTRACTORS TO USE OHIO PRODUCTS, MATERIALS, SERVICES AND LABOR IN CONNECTION WITH THIS PROJECT.

24. **Documents To Be Executed as Part of Bid Package**

The following listed documents shall be executed as part of the bid package:

- a. "CERTIFICATE OF QUALIFICATION" as stated in Item 6 on Page 2b.
- b. "BID FOR UNIT PRICE CONTRACT" (Pages 3 thru 3a , inclusive);
- c. "BID BOND" (Page 4 thru 4b inclusive) or "BID & PERFORMANCE PAYMENT BOND" (Page 4c) or as otherwise stated in Item 5 "Bid Security" in the "INFORMATION TO BIDDERS"; place BONDS inside the front cover of bid documents, do not insert into binder of bid documents;
- d. "NON-COLLUSION AFFIDAVIT" (Page 4d);
- e. "EXPERIENCE RECORD" (Page 4e); and
- f. "CERTIFICATION OF CONTRACTOR COMPLIANCE" (Page 5i).

PREVAILING WAGE RATES

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this contract shall be paid the prevailing wage established by the Department of Industrial Relations of the State of Ohio. This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The Prevailing Wage Determination Schedule for this project is available for review via the internet at

<https://pwr.com.ohio.gov/>

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 207

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Asbestos Worker

Effective Date:
8/6/2025

Effective Date:
8/6/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Abatement	\$32.50		\$10.95	\$7.25	\$0.75	\$3.75	\$0.00	\$0.05	\$0.00	\$0.00	\$55.25	\$71.50
Apprentice	BHR	Percent										
Trainee	\$22.00	\$67.69	\$10.95	\$1.90	\$0.75	\$1.00	\$0.00	\$0.05	\$0.00	\$0.00	\$36.65	\$47.65

(*)Special Calculation Note :

Other: Drug Testing

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

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

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

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

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

Details :

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 84 Heat & Frost Insulators

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Asbestos Worker

Effective Date:
6/4/2025

Effective Date:
6/4/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Worker	\$39.02		\$8.65	\$10.00	\$0.46	\$0.00	\$7.24	\$0.00	\$0.00	\$0.00	\$65.37	\$84.88
Apprentice	BHR	Percent										
1st Year	\$23.41	\$60.00	\$8.65	\$6.00	\$0.46	\$0.00	\$5.08	\$0.00	\$0.00	\$0.00	\$43.60	\$55.31
2nd Year	\$25.36	\$65.00	\$8.65	\$6.50	\$0.46	\$0.00	\$5.35	\$0.00	\$0.00	\$0.00	\$46.32	\$59.00
3rd Year	\$29.27	\$75.02	\$8.65	\$7.50	\$0.46	\$0.00	\$5.89	\$0.00	\$0.00	\$0.00	\$51.77	\$66.41
4th Year	\$33.17	\$85.00	\$8.65	\$8.50	\$0.46	\$0.00	\$6.43	\$0.00	\$0.00	\$0.00	\$57.21	\$73.79

(*)Special Calculation Note :

Other is Industry and Labor Management Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Ashtabula*, Carroll, Columbiana, Coshocton, Harrison, Holmes, Mahoning, Medina, Portage, Richland, Stark, Summit, Trumbull, Tuscarawas, Wayne

Special Jurisdictional Note :

Ashtabula County: except for the townships of Ashtabula, Austinburg, Geneva, Harpersfield, Jefferson, Plymouth and Saybrook.

Details :

The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Workers. On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

Prevailing Wage Rate Skilled Crafts

Name of Union: Boilermaker Local 85

Type of Rate: Commercial

Change #:
LCN01-2012kp

Craft:
Boilermaker

Effective Date:
3/28/2012

Effective Date:
3/28/2012

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Boilermaker	\$31.01		\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$54.19	\$69.70
Apprentice	BHR	Percent										
1st 6 months	\$21.71	\$70.00	\$6.97	\$0.25	\$0.35	\$0.00	\$0.25	\$2.09	\$0.00	\$0.00	\$31.62	\$42.47
2nd 6 months	\$22.48	\$72.50	\$6.97	\$0.25	\$0.35	\$0.00	\$0.25	\$2.09	\$0.00	\$0.00	\$32.39	\$43.63
3rd 6 months	\$23.26	\$75.00	\$6.97	\$0.25	\$0.35	\$0.00	\$0.25	\$2.09	\$0.00	\$0.00	\$33.17	\$44.80
4th 6 months	\$24.03	\$77.50	\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$47.21	\$59.23
5th 6 months	\$24.81	\$80.00	\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$47.99	\$60.39
6th 6 months	\$26.36	\$85.00	\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$49.54	\$62.72
7th 6 months	\$27.91	\$90.00	\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$51.09	\$65.04
8th 6 months	\$29.46	\$95.00	\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$52.64	\$67.37

(*)Special Calculation Note :

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

Ratio :

5 Journeymen to 1 Apprentice 10 Journeymen to 2 Apprentice 15 Journeymen to 3 Apprentice Helpers will be referred in the event that apprentices are NOT available.

Jurisdiction (* denotes special jurisdictional note) :

Allen, Ashland, Auglaize, Crawford, Darke, Defiance, Delaware, Erie, Fulton, Hancock, Hardin, Henry, Huron, Knox, Logan, Lucas, Marion, Mercer, Morrow, Ottawa, Paulding, Putnam, Richland, Sandusky, Seneca, Shelby, Union, Van Wert, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Mansfield)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Bricklayer	\$37.07		\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$63.41	\$81.95
Pointer Caulker Cleaner	\$37.07		\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$63.41	\$81.95
Tile Setter, Stone, Marble & Cement Masons, Plasterer and Terrazzo & Mosaic Workers	\$37.07		\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$63.41	\$81.95
Tile Marble Terrazzo Finishers	\$32.42		\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$58.76	\$74.97
Lay Out Man	\$37.07		\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$63.41	\$81.95
Saw Man	\$37.07		\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$63.41	\$81.95
Stack Worker	\$38.57		\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$64.91	\$84.20
Refractory Hot Work	\$39.57		\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$65.91	\$85.70
Carbon Masonry and Swing Sand Blasting	\$38.57		\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$64.91	\$84.20
Masonry Maintenance Specialist	\$18.54		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.54	\$27.81
Apprentice	BHR	Percent										
1st 6 Months	\$22.24	\$60.00	\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$48.58	\$59.70
2nd 6 Months	\$24.10	\$65.00	\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$50.44	\$62.48
3rd 6 Months	\$25.95	\$70.00	\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$52.29	\$65.26
4th 6 Months	\$27.80	\$75.00	\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$54.14	\$68.04
5th 6 Months	\$29.66	\$80.00	\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$56.00	\$70.82
6th 6 Months	\$31.51	\$85.00	\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$57.85	\$73.60

7th 6 Months	\$33.36	\$90.00	\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$59.70	\$76.38
8th 6 Months	\$35.22	\$95.00	\$10.60	\$11.90	\$0.84	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$61.56	\$79.16
Mason Trainee 1-90 Days	\$22.24	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.24	\$33.36
91-365 Days	\$22.24	\$60.00	\$10.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.84	\$43.96
2nd Year	\$25.95	\$70.00	\$10.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.55	\$49.52

(*)Special Calculation Note :

APPRENTICES BASED ON % OF EACH CLASS ABOVE PLUS FULL FRINGES

Ratio :

1-2 Journeymen to 1 Apprentice 3-4 Journeymen to 2 Apprentices 5-6 Journeymen to 2 Apprentices 6-10 Journeymen to 3 Apprentices ** Apprentices must be hired prior to hiring Mason Trainees*** Mason Finisher Ratio 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Mason Trainee 3 Apprentice permits 2 Mason Trainee 4 Apprentice permits 2 Mason Trainee

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Crawford, Hardin, Holmes, Marion, Morrow, Richland, Wayne, Wyandot

Special Jurisdictional Note :

Details :

All Free Standing Work shall be \$ 1.50 per hour above the Regular rate. Radial brick, common brick, face brick, and acid brick linings, All sandblasting and the leaving of carbon masonry material on all swinging stage and/or scaffolding will be at the rate of \$1.50 per hour above Regular rate. "Hot Work" shall receive \$ 2.50 per hour above Regular Rate. Working on vertical slip forms, jump forms or continuous forming of any kind shall be \$1.50 per hour above Regular rate, for all work from the base up to 5th (50)feet. Above that height they shall be paid at the Regular rate of time and one-half. Topping Materials (emery, iron etc.) will be \$.50 per hour above regular rate. Layout man and Sawman shall receive .25 per hour over the Journeymen Rate.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (A)

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Bricklayer

Effective Date:
3/25/2026

Effective Date:
3/25/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$34.56		\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$56.30	\$73.58
Apprentice	BHR	Percent										
1st year	\$24.19	\$70.00	\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$45.93	\$58.03
2nd year	\$27.65	\$80.00	\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$49.39	\$63.21
3rd year	\$31.10	\$90.00	\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$52.84	\$68.39

(*)Special Calculation Note :

This rate is not for building construction.

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (B)

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Bricklayer

Effective Date:
3/25/2026

Effective Date:
3/25/2026

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$35.56		\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$57.31	\$75.09
Apprentice	BHR	Percent										
1st year	\$24.89	\$70.00	\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$46.64	\$59.09
2nd year	\$28.45	\$80.00	\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$50.20	\$64.42
3rd year	\$32.00	\$90.00	\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$53.75	\$69.75

(*)Special Calculation Note :

This rate is not for building construction.

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Commercial Zone NEO 4B

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$34.10		\$8.88	\$10.83	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$57.56	\$74.61
Apprentice	BHR	Percent										
1st 3 Months	\$20.46	\$60.00	\$8.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.34	\$39.57
2nd 3 Months	\$20.46	\$60.00	\$8.88	\$0.00	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$33.09	\$43.32
2nd 6 Months is 1st year	\$22.17	\$65.00	\$8.88	\$0.00	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$34.80	\$45.88
3rd 6 Months	\$23.87	\$70.00	\$8.88	\$0.00	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$36.50	\$48.44
4th 6 Months is 2nd year	\$25.58	\$75.00	\$8.88	\$0.00	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$38.21	\$50.99
5th 6 Months	\$27.28	\$80.00	\$8.88	\$8.66	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$48.57	\$62.21
6th 6 Months is 3rd year	\$28.99	\$85.02	\$8.88	\$9.21	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$50.83	\$65.33
7th 6 Months	\$30.69	\$90.00	\$8.88	\$9.75	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$53.07	\$68.42
8th 6 Months is 4th year	\$32.40	\$95.00	\$8.88	\$10.29	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$55.32	\$71.51

(*)Special Calculation Note :

Other: International Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Huron, Richland

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Floorlayer Zone NEO 4B

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	\$34.10		\$8.88	\$10.83	\$0.72	\$0.00	\$2.88	\$0.17	\$0.00	\$0.00	\$57.58	\$74.63
Apprentice	BHR	Percent										
1st 3 Months	\$20.46	\$60.00	\$8.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.34	\$39.57
2nd 3 Months	\$20.46	\$60.00	\$8.88	\$0.00	\$0.72	\$0.00	\$2.88	\$0.17	\$0.00	\$0.00	\$33.11	\$43.34
2nd 6 Months	\$22.17	\$65.02	\$8.88	\$0.00	\$0.72	\$0.00	\$2.88	\$0.17	\$0.00	\$0.00	\$34.82	\$45.91
3rd 6 Months	\$23.87	\$70.00	\$8.88	\$0.00	\$0.72	\$0.00	\$2.88	\$0.17	\$0.00	\$0.00	\$36.52	\$48.46
4th 6 Months	\$25.58	\$75.02	\$8.88	\$0.00	\$0.72	\$0.00	\$2.88	\$0.17	\$0.00	\$0.00	\$38.23	\$51.02
5th 6 Months	\$27.28	\$80.00	\$8.88	\$8.66	\$0.72	\$0.00	\$2.88	\$0.17	\$0.00	\$0.00	\$48.59	\$62.23
6th 6 Months	\$28.99	\$85.02	\$8.88	\$9.21	\$0.72	\$0.00	\$2.88	\$0.17	\$0.00	\$0.00	\$50.85	\$65.35
7th 6 Months	\$30.69	\$90.00	\$8.88	\$9.75	\$0.72	\$0.00	\$2.88	\$0.17	\$0.00	\$0.00	\$53.09	\$68.44
8th 6 Months	\$32.40	\$95.02	\$8.88	\$10.29	\$0.72	\$0.00	\$2.88	\$0.17	\$0.00	\$0.00	\$55.34	\$71.54

(*)Special Calculation Note :

Other: International Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Huron, Richland

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Hev Hwy Zone NHH C2-H

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter	\$34.67		\$8.91	\$10.83	\$0.72	\$0.00	\$2.99	\$0.14	\$0.00	\$0.00	\$58.26	\$75.60
Apprentice	BHR	Percent										
1st 3 Months	\$20.80	\$60.00	\$8.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.71	\$40.11
2nd 3 Months	\$20.80	\$60.00	\$8.91	\$0.00	\$0.72	\$0.00	\$2.99	\$0.14	\$0.00	\$0.00	\$33.56	\$43.96
2nd 6 Months	\$22.54	\$65.00	\$8.91	\$0.00	\$0.72	\$0.00	\$2.99	\$0.14	\$0.00	\$0.00	\$35.30	\$46.56
3rd 6 Months	\$24.27	\$70.00	\$8.91	\$0.00	\$0.72	\$0.00	\$2.99	\$0.14	\$0.00	\$0.00	\$37.03	\$49.16
4th 6 Months	\$26.00	\$75.00	\$8.91	\$0.00	\$0.72	\$0.00	\$2.99	\$0.14	\$0.00	\$0.00	\$38.76	\$51.76
5th 6 Months	\$27.74	\$80.00	\$8.91	\$8.66	\$0.72	\$0.00	\$2.99	\$0.14	\$0.00	\$0.00	\$49.16	\$63.02
6th 6 Months	\$29.47	\$85.00	\$8.91	\$9.21	\$0.72	\$0.00	\$2.99	\$0.14	\$0.00	\$0.00	\$51.44	\$66.17
7th 6 Months	\$31.20	\$90.00	\$8.91	\$9.75	\$0.72	\$0.00	\$2.99	\$0.14	\$0.00	\$0.00	\$53.71	\$69.31
8th 6 Months	\$32.94	\$95.00	\$8.91	\$10.29	\$0.72	\$0.00	\$2.99	\$0.14	\$0.00	\$0.00	\$55.99	\$72.45

(*)Special Calculation Note :

Other: Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Huron, Richland

Special Jurisdictional Note :

Details :

Any construction work as performed within the definitions listed here below, all of which, taken together are "Heavy-Highway Construction" work: "HIGHWAY CONSTRUCTION" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails, fences, and sound barriers, but shall not include construction of buildings. "AIRPORT CONSTRUCTION" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking areas and similar work incidental to the construction of airfields but shall not include the construction of buildings. "HEAVY CONSTRUCTION" work is defined as including, but not limited to grade separations, foundations (does not include building foundations), abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, water development projects, hydro-electric development, utility transmission lines, including right-of-way clearing, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors; and all municipal and utility construction except construction classified as building construction. "RAILROAD CONSTRUCTION" work is defined as including, grading, drainage, placing of rails, crossties, ballast and the construction of bridges, and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings. "SEWER WATERWORKS AND UTILITY CONSTRUCTION" work is defined as including construction of all storm sewers, sanitary sewers, supplying and distributing waterlines, gas lines, telephone and television conduit, underground electrical lines, and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition. "SUPPORTIVE EXCAVATION AND DEEP FOUNDATIONS" work is all driven and drilled foundations within the building site. "POWER PLANT SITE" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers or construction of the buildings. "POLLUTION CONTROL, SEWAGE PLANT, WASTE PLANT AND WATER TREATMENT FACILITIES CONSTRUCTION" WORK shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control facilities. "SOLAR & WIND FARM" WORK is considered "HEAVY CONSTRUCTION" and includes all work in the construction of solar fields/farms and wind fields/farms (not installations on buildings).

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Insulation Zone NEO 4B

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Insulation	\$27.28		\$8.88	\$10.83	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$50.74	\$64.38
Apprentice	BHR	Percent										
1st 3 Months	\$16.37	\$60.00	\$8.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.25	\$33.43
2nd 3 Months	\$16.37	\$60.00	\$8.88	\$0.00	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$29.00	\$37.18
2nd 6 Months	\$17.73	\$65.00	\$8.88	\$0.00	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$30.36	\$39.23
3rd 6 Months	\$19.10	\$70.00	\$8.88	\$0.00	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$31.73	\$41.27
4th 6 Months	\$20.46	\$75.00	\$8.88	\$0.00	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$33.09	\$43.32
5th 6 Months	\$21.82	\$80.00	\$8.88	\$8.66	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$43.11	\$54.03
6th 6 Months	\$23.19	\$85.02	\$8.88	\$9.21	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$45.03	\$56.63
7th 6 Months	\$24.55	\$90.00	\$8.88	\$9.75	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$46.93	\$59.21
8th 6 Months	\$25.92	\$95.02	\$8.88	\$10.29	\$0.72	\$0.00	\$2.89	\$0.14	\$0.00	\$0.00	\$48.84	\$61.80

(*)Special Calculation Note :

*Other is Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Huron, Richland

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M1-A

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Millwright	\$36.41		\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$63.91	\$82.12
Certified Welder	\$37.41		\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$64.91	\$83.62
Layout man on Monorail	\$39.14		\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$66.64	\$86.21
Apprentice	BHR	Percent										
1st 6 months	\$21.85	\$60.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$49.35	\$60.27
2nd 6 months	\$23.67	\$65.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$51.17	\$63.00
3rd 6 months	\$25.49	\$70.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$52.99	\$65.73
4th 6 months	\$27.31	\$75.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$54.81	\$68.46
5th 6 months	\$29.13	\$80.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$56.63	\$71.19
6th 6 months	\$30.95	\$85.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$58.45	\$73.92
7th 6 months	\$32.77	\$90.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$60.27	\$76.65
8th 6 months	\$34.59	\$95.00	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$62.09	\$79.38

(*)Special Calculation Note :

Other is Training.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Pile Driver Hev Hwy Zone NHH P2-B

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Pile Driver	\$36.34		\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$63.91	\$82.08
Diver	\$54.51		\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$82.08	\$109.34
Certified Welder	\$37.39		\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$64.96	\$83.66
Apprentice	BHR	Percent										
1st 6 months	\$21.80	\$60.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$49.37	\$60.28
2nd 6 months	\$23.62	\$65.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$51.19	\$63.00
3rd 6 months	\$25.44	\$70.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$53.01	\$65.73
4th 6 months	\$27.26	\$75.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$54.83	\$68.45
5th 6 months	\$29.07	\$80.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$56.64	\$71.18
6th 6 months	\$30.89	\$85.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$58.46	\$73.90
7th 6 months	\$32.71	\$90.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$60.28	\$76.63
8th 6 months	\$34.52	\$95.00	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$62.09	\$79.35

(*)Special Calculation Note :

*Other is Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Columbus)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Cement Mason

Effective Date:
6/4/2025

Effective Date:
6/4/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$35.12		\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$52.58	\$70.14
Apprentice	BHR	Percent										
1st Year	\$24.58	\$70.00	\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$42.04	\$54.34
2nd Year	\$28.10	\$80.00	\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$45.56	\$59.60
3rd Year	\$31.61	\$90.00	\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$49.07	\$64.87

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Richland, Ross, Union, Vinton, Wyandot

Special Jurisdictional Note :

Details :

Working on swing stage, slip scaffold, window jack scaffold, scissor lifts, and aerial lifts shall receive the following rates: \$.50 above the regular rate for heights up to fifty (50) feet above grade level \$1.00 above the regular rate for heights over fifty (50) feet above grade level

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 Hev Hwy (Columbus)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Cement Mason

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$37.29		\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$57.16	\$75.81
Apprentice	BHR	Percent										
1st Year	\$26.10	\$70.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$45.97	\$59.02
2nd Year	\$29.83	\$80.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$49.70	\$64.62
3rd Year	\$33.56	\$90.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$53.43	\$70.21

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Athens, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Meigs, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Richland, Ross, Union, Vinton, Washington, Wyandot

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 688 Inside

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Electrical

Effective Date:
9/10/2025

Effective Date:
9/10/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$38.00		\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$1.14	\$0.00	\$0.00	\$60.85	\$79.85
Over 50 feet	\$76.00		\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$2.28	\$0.00	\$0.00	\$99.99	\$137.99
1st Level Constructi on Wireman 0-2000 hours	\$15.29		\$6.83	\$0.46	\$0.92	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$23.96	\$31.61
2nd Level CW 2001-4000 hours	\$16.25		\$6.83	\$0.49	\$0.92	\$0.00	\$0.49	\$0.00	\$0.00	\$0.00	\$24.98	\$33.11
3rd Level CW 4001-6000 hours	\$17.20		\$6.83	\$0.52	\$0.92	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$25.99	\$34.59
4th Level CW 6001-8000 hours	\$19.12		\$6.83	\$0.57	\$0.92	\$0.00	\$0.57	\$0.00	\$0.00	\$0.00	\$28.01	\$37.57
1st Level Constructi on Electrician 8001-10000 hours	\$21.03		\$6.83	\$0.63	\$0.92	\$0.00	\$0.63	\$0.00	\$0.00	\$0.00	\$30.04	\$40.56
2nd Level CE 10001-12000 hours	\$22.94		\$6.83	\$0.69	\$0.92	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$32.07	\$43.54
3rd Level CE 12001-14000 hours	\$28.67		\$6.83	\$0.86	\$0.92	\$0.00	\$0.86	\$0.00	\$0.00	\$0.00	\$38.14	\$52.48
Apprentice	BHR	Percent										
1st Period	\$19.00	\$50.00	\$10.10	\$0.00	\$0.60	\$0.00	\$0.00	\$0.57	\$0.00	\$0.00	\$30.27	\$39.77
2nd Period	\$20.90	\$55.00	\$10.10	\$0.00	\$0.60	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$32.23	\$42.68
3rd Period	\$22.80	\$60.00	\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$0.68	\$0.00	\$0.00	\$45.19	\$56.59
4th Period	\$24.70	\$65.00	\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$0.74	\$0.00	\$0.00	\$47.15	\$59.50
5th Period	\$28.50	\$75.00	\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$0.86	\$0.00	\$0.00	\$51.07	\$65.32
6th Perod	\$32.30	\$85.00	\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$0.93	\$0.00	\$0.00	\$54.94	\$71.09

(*)Special Calculation Note :

Other: NEBF (National Electrical Benefit Fund).

Ratio :

1-3 Journeymen to 2 Apprentices
4-6 Journeymen to 4 Apprentices
7-9 Journeymen to 6 Apprentices Etc.

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Crawford, Huron*, Knox*, Marion, Morrow, Richland, Wyandot*

Special Jurisdictional Note :

In Huron County the following townships: Richmond, New Haven, Ripley, and Greenwich
In Knox County the following townships: Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown, Jefferson
In Wyandot County the following townships: Sycamore, Crane, Eden, Pitt, Antrim and Tymochee

Details :

Scope of work for CW/CEs will be limited only by what the employer deems appropriate and within the individual's qualifications to properly perform safely and in a workmanlike manner. Projects where CW/CEs could be utilized are office buildings, shopping centers, gas stations, auto sales agencies and garages, educational facilities, food service centers, restaurants, entertainment facilities, funeral homes, hospitals, clinics, motels, retail and wholesale facilities not to exceed 200,000 square feet and small manufacturing facilities not to exceed 50,000 square feet.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 688 Inside Lt Commercial South West

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Electrical

Effective Date:
9/10/2025

Effective Date:
9/10/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$38.00		\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$1.14	\$0.00	\$0.00	\$60.85	\$79.85
Over 50 feet	\$76.00		\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$2.28	\$0.00	\$0.00	\$99.99	\$137.99
CE-3 12,001-14,000 Hrs	\$28.67		\$6.83	\$0.86	\$0.92	\$0.00	\$0.86	\$0.00	\$0.00	\$0.00	\$38.14	\$52.48
CE-2 10,001-12,000 Hrs	\$22.94		\$6.83	\$0.69	\$0.92	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$32.07	\$43.54
CE-1 8,001-10,000 Hrs	\$21.03		\$6.83	\$0.63	\$0.92	\$0.00	\$0.63	\$0.00	\$0.00	\$0.00	\$30.04	\$40.56
CW-4 6,001-8,000 Hrs	\$19.12		\$6.83	\$0.57	\$0.92	\$0.00	\$0.57	\$0.00	\$0.00	\$0.00	\$28.01	\$37.57
CW-3 4,001-6,000 Hrs	\$17.20		\$6.83	\$0.52	\$0.92	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$25.99	\$34.59
CW-2 2,001-4,000 Hrs	\$16.25		\$6.83	\$0.49	\$0.92	\$0.00	\$0.49	\$0.00	\$0.00	\$0.00	\$24.98	\$33.11
CW-1 0-2,000 Hrs	\$15.29		\$6.83	\$0.46	\$0.92	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$23.96	\$31.61
Apprentice	BHR	Percent										
1st Period	\$19.00	\$50.00	\$10.10	\$0.00	\$0.60	\$0.00	\$0.00	\$0.57	\$0.00	\$0.00	\$30.27	\$39.77
2nd Period	\$20.90	\$55.00	\$10.10	\$0.00	\$0.60	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$32.23	\$42.68
3rd Period	\$22.80	\$60.00	\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$0.68	\$0.00	\$0.00	\$45.19	\$56.59
4th Period	\$24.70	\$65.00	\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$0.74	\$0.00	\$0.00	\$47.15	\$59.50
5th Period	\$28.50	\$75.00	\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$0.86	\$0.00	\$0.00	\$51.07	\$65.32
6th Period	\$32.30	\$85.00	\$10.10	\$7.75	\$0.60	\$0.00	\$3.26	\$0.93	\$0.00	\$0.00	\$54.94	\$71.09
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

(*)Special Calculation Note :

Other: NEBF (National Electrical Benefit Fund) and Administration Fund

Ratio :

Journeyman 1-3 to 2 Apprentices
Journeyman 4-6 to 4 Apprentices
Journeyman 7-9 to 6 Apprentices Etc.

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

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Crawford, Huron*, Knox*, Marion, Morrow, Richland, Wyandot*

Special Jurisdictional Note :

In Huron County the following townships: Richland, New Haven, Ripley, and Greenwich
In Knox County the following townships: Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown, Jefferson
In Wyandot County the following townships: Sycamore, Crane, Eden, Pitt, Antrim and Tymochee

Details :

The scope of work for the light commercial agreement shall apply to the following facilities not to exceed 200,000 square feet; office buildings, shopping centers, auto sales agencies and garages, churches, funeral homes, nursing homes, hotels, retail and wholesale facilities, small stand-alone manufacturing facilities when free standing and not part of a larger facility (not to exceed 50,000 square fee), solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures, warehouses, gas stations, food service centers, restaurants, entertainment facilities, hospitals, clinics, motels, residential buildings.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 688 Voice Data Video

Type of Rate: Commercial

Change #:
LCN01-2022sks

Craft:
Electrical

Effective Date:
6/29/2022

Effective Date:
6/29/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Installer Technician B	\$29.50		\$9.65	\$2.14	\$0.70	\$0.00	\$1.21	\$0.68	\$0.00	\$0.00	\$43.88	\$58.63
Installer Technician A	\$30.75		\$9.65	\$2.18	\$0.70	\$0.00	\$1.21	\$0.71	\$0.00	\$0.00	\$45.20	\$60.58
Cable Puller	\$14.75		\$9.65	\$1.70	\$0.70	\$0.00	\$1.21	\$0.34	\$0.00	\$0.00	\$28.35	\$35.73
Apprentice	BHR	Percent										
1st Period 0-1000hrs	\$16.23	\$55.00	\$9.65	\$1.74	\$0.70	\$0.00	\$1.21	\$0.38	\$0.00	\$0.00	\$29.91	\$38.02
2nd 1001-2000 hours	\$17.70	\$60.00	\$9.65	\$1.79	\$0.70	\$0.00	\$1.21	\$0.41	\$0.00	\$0.00	\$31.46	\$40.31
3rd 2001-3000 hours	\$19.18	\$65.00	\$9.65	\$1.83	\$0.70	\$0.00	\$1.21	\$0.45	\$0.00	\$0.00	\$33.02	\$42.60
4th 3001-4000 hours	\$20.65	\$70.00	\$9.65	\$1.87	\$0.70	\$0.00	\$1.21	\$0.48	\$0.00	\$0.00	\$34.56	\$44.89
5th 4001-5000 hours	\$22.13	\$75.00	\$9.65	\$1.92	\$0.70	\$0.00	\$1.21	\$0.51	\$0.00	\$0.00	\$36.12	\$47.18
6th 5001-6000 hours	\$23.60	\$80.00	\$9.65	\$1.96	\$0.70	\$0.00	\$1.21	\$0.55	\$0.00	\$0.00	\$37.67	\$49.47

(*)Special Calculation Note :

Other is for Holiday Pay. Vacation: Only applies to employees with one (1) continuous year of service with a firm.

Ratio :

1 Journeyman Installer to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Crawford, Huron*, Knox*, Marion, Morrow, Richland, Wyandot*

Special Jurisdictional Note :

In Knox County the following townships: Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown, Jefferson. In Wyandot County: Sycamore, Crane, Eden, Pitt, Antrim & Tymochee. In Huron County: Richmond, New Haven, Ripley, & Greenwich.

Details :

An employee who is required to wear an electronic device after hours will receive an additional 1.00 per hour for all hours worked. HOLIDAYS: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day, New Years Day. The following work is EXCLUDED from the Teledata Technician work scope: - Installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems. - Installation of conduit &/or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 foot. - Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit - All HVAC control work. TECHNICIAN (A) is a Technician B who holds a current Technician Certification from BICSI (Building Industry Consulting Service International, Inc.) CABLE PULLERS are for the installation of cable from one termination point to another.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/7/2026

Effective Date:
1/7/2026

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Certified Lineman Welder	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Certified Cable Splicer	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Operator A	\$49.20		\$7.50	\$1.48	\$0.49	\$0.00	\$11.81	\$1.00	\$0.00	\$0.00	\$71.48	\$96.08
Operator B	\$43.52		\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97
Operator C	\$34.93		\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.21	\$70.67
Groundman 0-12 months Exp	\$27.47		\$7.50	\$0.82	\$0.27	\$0.00	\$6.59	\$1.00	\$0.00	\$0.00	\$43.65	\$57.38
Groundman 0-12 months Exp w/CDL	\$30.22		\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29
Groundman 1 yr or more	\$30.22		\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29
Groundman 1 yr or more w/CDL	\$35.71		\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$0.00	\$54.21	\$72.06
Equipment Mechanic A	\$43.52		\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97
Equipment Mechanic B	\$39.22		\$7.50	\$1.18	\$0.39	\$0.00	\$9.41	\$1.00	\$0.00	\$0.00	\$58.70	\$78.31
Equipment Mechanic C	\$34.92		\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.20	\$70.66
X-Ray Technician	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Apprentice	BHR	Percent										
1st 1000 hrs	\$32.96	\$60.00	\$7.50	\$0.99	\$0.33	\$0.00	\$7.91	\$1.00	\$0.00	\$0.00	\$50.69	\$67.17
2nd 1000 hrs	\$35.71	\$65.00	\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$0.00	\$54.21	\$72.06
3rd 1000 hrs	\$38.46	\$70.00	\$7.50	\$1.15	\$0.38	\$0.00	\$9.23	\$1.00	\$0.00	\$0.00	\$57.72	\$76.95

4th 1000 hrs	\$41.20	\$75.00	\$7.50	\$1.24	\$0.41	\$0.00	\$9.89	\$1.00	\$0.00	\$0.00	\$61.24	\$81.84
5th 1000 hrs	\$43.95	\$80.00	\$7.50	\$1.32	\$0.44	\$0.00	\$10.55	\$1.00	\$0.00	\$0.00	\$64.76	\$86.74
6th 1000 hrs	\$46.70	\$85.00	\$7.50	\$1.39	\$0.47	\$0.00	\$11.21	\$1.00	\$0.00	\$0.00	\$68.27	\$91.62
7th 1000 hrs	\$49.45	\$90.00	\$7.50	\$1.48	\$0.49	\$0.00	\$11.87	\$1.00	\$0.00	\$0.00	\$71.79	\$96.52

(*)Special Calculation Note :

Other is Health Reimbursement Account

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Special Notes:

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

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside (Central OH Chapter)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
6/4/2025

Effective Date:
6/4/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$46.03		\$7.50	\$1.38	\$0.46	\$0.00	\$9.20	\$0.50	\$0.00	\$0.00	\$65.07	\$88.09
Traffic Signal & Lighting Journeyman	\$44.43		\$7.50	\$1.33	\$0.44	\$0.00	\$8.89	\$0.50	\$0.00	\$0.00	\$63.09	\$85.31
Equipment Operator	\$40.44		\$7.50	\$1.21	\$0.40	\$0.00	\$8.09	\$0.50	\$0.00	\$0.00	\$58.14	\$78.36
Groundman 0-12 months (W/O CDL)	\$24.52		\$7.50	\$0.74	\$0.25	\$0.00	\$4.90	\$0.50	\$0.00	\$0.00	\$38.41	\$50.67
Groundman 0-12 Months W/CDL	\$26.78		\$7.50	\$0.80	\$0.27	\$0.00	\$5.36	\$0.50	\$0.00	\$0.00	\$41.21	\$54.60
Groundman greater than 1 Year W/CDL	\$29.07		\$7.50	\$0.87	\$0.29	\$0.00	\$5.81	\$0.50	\$0.00	\$0.00	\$44.04	\$58.58
Traffic Signal Apprentices	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st 1,000 hours	\$26.66		\$7.50	\$0.80	\$0.27	\$0.00	\$5.33	\$0.50	\$0.00	\$0.00	\$41.06	\$54.39
2nd 1,000 hours	\$28.88		\$7.50	\$0.87	\$0.29	\$0.00	\$5.78	\$0.50	\$0.00	\$0.00	\$43.82	\$58.26
3rd 1,000 hours	\$31.10		\$7.50	\$0.93	\$0.31	\$0.00	\$6.22	\$0.50	\$0.00	\$0.00	\$46.56	\$62.11
4th 1,000 hours	\$33.32		\$7.50	\$1.00	\$0.33	\$0.00	\$6.66	\$0.50	\$0.00	\$0.00	\$49.31	\$65.97
5th 1,000 hours	\$35.54		\$7.50	\$1.07	\$0.36	\$0.00	\$7.11	\$0.50	\$0.00	\$0.00	\$52.08	\$69.85
6th 1,000 hours	\$39.99		\$7.50	\$1.20	\$0.40	\$0.00	\$8.00	\$0.50	\$0.00	\$0.00	\$57.59	\$77.59
Apprentice	BHR	Percent										
1st 1,000 Hours	\$27.62	\$60.00	\$7.50	\$0.83	\$0.28	\$0.00	\$5.52	\$0.50	\$0.00	\$0.00	\$42.25	\$56.06
2nd 1,000 Hours	\$29.92	\$65.00	\$7.50	\$0.90	\$0.30	\$0.00	\$5.98	\$0.50	\$0.00	\$0.00	\$45.10	\$60.06
3rd 1,000 Hours	\$32.22	\$70.00	\$7.50	\$0.97	\$0.32	\$0.00	\$6.44	\$0.50	\$0.00	\$0.00	\$47.95	\$64.06
4th 1,000 Hours	\$34.52	\$75.00	\$7.50	\$1.04	\$0.35	\$0.00	\$6.90	\$0.50	\$0.00	\$0.00	\$50.81	\$68.07

5th 1,000 Hours	\$36.82	\$80.00	\$7.50	\$1.10	\$0.37	\$0.00	\$7.36	\$0.50	\$0.00	\$0.00	\$53.65	\$72.07
6th 1,000 Hours	\$39.13	\$85.00	\$7.50	\$1.17	\$0.39	\$0.00	\$7.82	\$0.50	\$0.00	\$0.00	\$56.51	\$76.07
7th 1,000 Hours	\$41.43	\$90.00	\$7.50	\$1.24	\$0.41	\$0.00	\$8.28	\$0.50	\$0.00	\$0.00	\$59.36	\$80.07

(*)Special Calculation Note :

Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Athens, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Knox, Lawrence, Licking, Madison, Marion, Meigs, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Richland, Ross, Scioto, Tuscarawas, Union, Vinton, Washington

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman Lineman, Traffic Signal and Lighting Journeyman or Equipment Operator in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an Apprentice. No more than three (3) Groundmen shall work alone. Jobs with more than three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator. Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/7/2026

Effective Date:
1/7/2026

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$52.03		\$7.50	\$1.56	\$0.52	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.10	\$101.12
Substation Technician	\$52.03		\$7.50	\$1.56	\$0.50	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.08	\$101.09
Cable Splicer	\$54.50		\$7.50	\$1.64	\$0.55	\$0.00	\$13.08	\$1.00	\$0.00	\$0.00	\$78.27	\$105.52
Operator A	\$46.61		\$7.50	\$1.40	\$0.47	\$0.00	\$11.19	\$1.00	\$0.00	\$0.00	\$68.17	\$91.47
Operator B	\$41.17		\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Operator C	\$33.00		\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Groundman 0-12 months Exp	\$26.02		\$7.50	\$0.78	\$0.26	\$0.00	\$6.24	\$1.00	\$0.00	\$0.00	\$41.80	\$54.81
Groundman 0-12 months Exp w/CDL	\$28.62		\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more	\$28.62		\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more w/CDL	\$33.82		\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
Equipment Mechanic A	\$41.17		\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Equipment Mechanic B	\$37.09		\$7.50	\$1.11	\$0.37	\$0.00	\$8.90	\$1.00	\$0.00	\$0.00	\$55.97	\$74.52
Equipment Mechanic C	\$33.00		\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Line Truck w/auger	\$36.40		\$7.50	\$1.09	\$0.36	\$0.00	\$8.71	\$1.00	\$0.00	\$0.00	\$55.06	\$73.26
Apprentice	BHR	Percent										
1st 1000 hrs	\$31.22	\$60.00	\$7.50	\$0.94	\$0.31	\$0.00	\$7.49	\$1.00	\$0.00	\$0.00	\$48.46	\$64.07
2nd 1000 hrs	\$33.82	\$65.00	\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
3rd 1000 hrs	\$36.42	\$70.00	\$7.50	\$1.09	\$0.36	\$0.00	\$8.74	\$1.00	\$0.00	\$0.00	\$55.11	\$73.32

4th 1000 hrs	\$39.02	\$75.00	\$7.50	\$1.17	\$0.39	\$0.00	\$9.37	\$1.00	\$0.00	\$0.00	\$58.45	\$77.96
5th 1000 hrs	\$41.62	\$80.00	\$7.50	\$1.25	\$0.44	\$0.00	\$9.99	\$1.00	\$0.00	\$0.00	\$61.80	\$82.61
6th 1000 hrs	\$44.23	\$85.00	\$7.50	\$1.33	\$0.44	\$0.00	\$10.61	\$1.00	\$0.00	\$0.00	\$65.11	\$87.22
7th 1000 hrs	\$46.83	\$90.00	\$7.50	\$1.40	\$0.47	\$0.00	\$11.24	\$1.00	\$0.00	\$0.00	\$68.44	\$91.86

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/7/2026

Effective Date:
1/7/2026

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
URD Electrician	\$39.42		\$7.50	\$1.18	\$0.39	\$0.00	\$9.43	\$1.00	\$0.00	\$0.00	\$58.92	\$78.63
Equipment Operator A	\$35.24		\$7.50	\$1.06	\$0.35	\$0.00	\$8.46	\$1.00	\$0.00	\$0.00	\$53.61	\$71.23
Equipment Operator B	\$32.34		\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$1.00	\$0.00	\$0.00	\$49.89	\$66.06
Directional Drill Locator	\$35.24		\$7.50	\$1.06	\$0.35	\$0.00	\$8.46	\$1.00	\$0.00	\$0.00	\$53.61	\$71.23
Directional Drill Operator	\$32.34		\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$1.00	\$0.00	\$0.00	\$49.89	\$66.06
Groundman 0-12 months Exp	\$25.50		\$7.50	\$0.77	\$0.26	\$0.00	\$6.12	\$1.00	\$0.00	\$0.00	\$41.15	\$53.90
Groundman 0-12 months Exp w/CDL	\$28.15		\$7.50	\$0.84	\$0.28	\$0.00	\$6.76	\$1.00	\$0.00	\$0.00	\$44.53	\$58.60
Groundman 1 yr or more	\$28.15		\$7.50	\$0.84	\$0.28	\$0.00	\$6.76	\$1.00	\$0.00	\$0.00	\$44.53	\$58.60
Groundman 1 yr or more w/CDL	\$33.47		\$7.50	\$1.00	\$0.33	\$0.00	\$8.03	\$1.00	\$0.00	\$0.00	\$51.33	\$68.06
Apprentice	BHR	Percent										
1st 1000 hrs	\$31.54	\$80.00	\$7.50	\$0.95	\$0.32	\$0.00	\$7.57	\$1.00	\$0.00	\$0.00	\$48.88	\$64.65
2nd 1000 hrs	\$33.51	\$85.00	\$7.50	\$1.01	\$0.34	\$0.00	\$8.04	\$1.00	\$0.00	\$0.00	\$51.40	\$68.16
3rd 1000 hrs	\$35.48	\$90.00	\$7.50	\$1.06	\$0.35	\$0.00	\$8.51	\$1.00	\$0.00	\$0.00	\$53.90	\$71.64
4th 1000 hrs	\$37.45	\$95.00	\$7.50	\$1.12	\$0.37	\$0.00	\$8.99	\$1.00	\$0.00	\$0.00	\$56.43	\$75.16

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Type of Rate: Commercial

Change #:
LCN02-2024ib

Craft:
Electrical

Effective Date:
3/6/2024

Effective Date:
3/6/2024

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)		
Electrical Installer Technician I	\$35.39		\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$45.47	\$63.17
Installer Technician II	\$33.37		\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$43.29	\$59.98
Installer Repairman	\$33.37		\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$43.29	\$59.98
Equipment Operator II	\$24.98		\$7.25	\$0.75	\$0.00	\$0.00	\$1.25	\$0.00	\$0.00	\$34.23	\$46.72
Cable Splicer	\$35.39		\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$45.47	\$63.17
Ground Driver W/CDL	\$16.69		\$7.25	\$0.50	\$0.00	\$0.00	\$0.83	\$0.00	\$0.00	\$25.27	\$33.62
Groundman	\$14.57		\$7.25	\$0.44	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$22.99	\$30.28
Apprentice	BHR	Percent									
Trainee F	\$17.70	\$50.01	\$7.25	\$0.53	\$0.00	\$0.89	\$0.00	\$0.00	\$0.00	\$26.37	\$35.22
Trainee E	\$20.53	\$58.00	\$7.25	\$0.62	\$0.00	\$1.03	\$0.00	\$0.00	\$0.00	\$29.43	\$39.69
Trainee D	\$23.36	\$66.00	\$7.25	\$0.70	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00	\$32.48	\$44.16
Trainee C	\$26.19	\$74.00	\$7.25	\$0.79	\$0.00	\$1.31	\$0.00	\$0.00	\$0.00	\$35.54	\$48.63
Trainee B	\$29.02	\$82.00	\$7.25	\$0.87	\$0.00	\$1.45	\$0.00	\$0.00	\$0.00	\$38.59	\$53.10
Trainee A	\$31.85	\$90.00	\$7.25	\$0.96	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$41.65	\$57.58

(*)Special Calculation Note :

Ratio :

1 Trainee to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Cable Splicer: Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber. Installer Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience. Installer Repairman: Perform tasks of repairing, installing, and testing phone and CATV services. Installer Technician II: Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks. Equipment Operator II: Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license. Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience. Groundman: Perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 45

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Elevator

Effective Date:
3/18/2026

Effective Date:
3/18/2026

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Elevator Mechanic	\$63.14		\$16.37	\$11.06	\$0.85	\$5.05	\$10.70	\$2.38	\$0.00	\$0.00	\$109.55	\$141.12
Assistant Mechanic	\$50.51		\$16.37	\$11.06	\$0.85	\$4.04	\$10.70	\$1.90	\$0.00	\$0.00	\$95.43	\$120.69
Helper	\$44.20		\$16.37	\$11.06	\$0.85	\$3.54	\$10.70	\$1.66	\$0.00	\$0.00	\$88.38	\$110.48
Apprentice	BHR	Percent										
0-6 months Probation	\$31.57	\$50.00	\$0.00	\$0.00	\$0.00	\$1.89	\$0.00	\$0.00	\$0.00	\$0.00	\$33.46	\$49.25
1st year	\$34.73	\$55.00	\$16.37	\$11.06	\$0.85	\$2.08	\$10.70	\$1.31	\$0.00	\$0.00	\$77.10	\$94.47
2nd year	\$41.04	\$65.00	\$16.37	\$11.06	\$0.85	\$2.46	\$10.70	\$1.55	\$0.00	\$0.00	\$84.03	\$104.55
3rd year	\$44.20	\$70.00	\$16.37	\$11.06	\$0.85	\$2.65	\$10.70	\$1.66	\$0.00	\$0.00	\$87.49	\$109.59
4th year	\$50.51	\$80.00	\$16.37	\$11.06	\$0.85	\$3.03	\$10.70	\$1.90	\$0.00	\$0.00	\$94.42	\$119.68

(*)Special Calculation Note :

Other: Holiday Pay

Ratio :

- 1 Journeyman to 1 Apprentice
- 1 Journeyman to 1 Helper
- 1 Journeyman to 1 Assistant Mechanic

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Carroll, Columbiana, Coshocton, Harrison, Holmes, Mahoning, Medina, Portage, Richland, Stark, Summit, Trumbull, Tuscarawas, Wayne

Special Jurisdictional Note :

Details :

Vacation 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

Prevailing Wage Rate Skilled Crafts

Name of Union: Glazier Local 1162

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Glazier

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Glazier	\$32.87		\$7.75	\$7.04	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.04	\$64.48
Apprentice	BHR	Percent										
1st Year	\$21.37	\$65.00	\$7.75	\$7.04	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.54	\$47.22
2nd Year	\$24.65	\$75.00	\$7.75	\$7.04	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.82	\$52.15
3rd Year	\$27.94	\$85.00	\$7.75	\$7.04	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.11	\$57.08
4th Year	\$31.23	\$95.00	\$7.75	\$7.04	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.40	\$62.01

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Carroll, Coshocton, Holmes, Medina, Portage, Richland, Stark, Summit, Tuscarawas, Wayne

Special Jurisdictional Note :

Details :

Add \$1.25 per hour for High Pay which is all work that requires the employee be supported by equipment which hangs or suspends from the roof of a building or structure including all repelling .

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 550

Type of Rate: Commercial

Change #:
LCR01-2025ib

Craft:
Ironworker

Effective Date:
9/3/2025

Effective Date:
9/3/2025

Classification	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Ironworker	\$36.00		\$10.82	\$9.27	\$0.78	\$0.00	\$3.00	\$0.21	\$0.00	\$0.00	\$60.08	\$78.08
Apprentice	BHR	Percent										
1st 6 months	\$23.40	\$65.00	\$10.82	\$9.27	\$0.78	\$0.00	\$3.00	\$0.21	\$0.00	\$0.00	\$47.48	\$59.18
2nd 6 months	\$24.84	\$69.00	\$10.82	\$9.27	\$0.78	\$0.00	\$3.00	\$0.21	\$0.00	\$0.00	\$48.92	\$61.34
3rd 6 months	\$26.28	\$73.00	\$10.82	\$9.27	\$0.78	\$0.00	\$3.00	\$0.21	\$0.00	\$0.00	\$50.36	\$63.50
4th 6 months	\$27.72	\$77.00	\$10.82	\$9.27	\$0.78	\$0.00	\$3.00	\$0.21	\$0.00	\$0.00	\$51.80	\$65.66
5th 6 months	\$29.16	\$81.00	\$10.82	\$9.27	\$0.78	\$0.00	\$3.00	\$0.21	\$0.00	\$0.00	\$53.24	\$67.82
6th 6 months	\$30.60	\$85.00	\$10.82	\$9.27	\$0.78	\$0.00	\$3.00	\$0.21	\$0.00	\$0.00	\$54.68	\$69.98
7th 6 months	\$32.40	\$90.00	\$10.82	\$9.27	\$0.78	\$0.00	\$3.00	\$0.21	\$0.00	\$0.00	\$56.48	\$72.68
8th 6 months	\$34.20	\$95.00	\$10.82	\$9.27	\$0.78	\$0.00	\$3.00	\$0.21	\$0.00	\$0.00	\$58.28	\$75.38

(*)Special Calculation Note :

OTHER: JIW Upgrading & Drug Testing Fund

Ratio :

- 4 Journeymen to 1 Apprentice
- 1 Journeyman to 1 Apprentice, Spinning of Cable for Suspension Bridge
- 1 Journeyman to 1 Apprentice, Ornamental Work
- 2 Journeymen to 1 Apprentice, Reinforcing Work
- 1 Journeyman to 2 Apprentices, Roadway

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Carroll, Columbiana*, Coshocton, Holmes*, Huron, Mahoning*, Medina*, Portage*, Richland, Stark, Summit*, Tuscarawas, Wayne

Special Jurisdictional Note :

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

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Laborer

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$37.27		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01
Group 2	\$37.44		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.54	\$72.26
Group 3	\$37.77		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.87	\$72.76
Group 4	\$38.22		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.32	\$73.43
Watch Person	\$32.00		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.10	\$64.10
Apprentice	BHR	Percent										
0-1000 hrs	\$29.82	\$80.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.92	\$60.82
1001-2000 hrs	\$31.68	\$85.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.78	\$63.62
2001-3000 hrs	\$33.54	\$90.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.64	\$66.41
3001-4000 hrs	\$35.41	\$95.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$51.51	\$69.21
More than 4000 hrs	\$37.27	\$100.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01

(*)Special Calculation Note :

Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate. Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar (\$1.00) per hour above the base rate for the entirety of their working shift.

Ratio :

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

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

Details :

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. *Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America." Group 2 Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C) ***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process. Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling. Group 4 Miner, Welder, Gunite Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 1216 Building

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Laborer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$34.12		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.67	\$65.73
Group 2	\$34.32		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.87	\$66.03
Group 3	\$34.62		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$49.17	\$66.48
Group 4	\$31.45		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$46.00	\$61.73
Apprentice	BHR	Percent										
0-1000 hrs	\$27.29	\$79.98	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$41.84	\$55.48
1001-2000 hrs	\$29.00	\$85.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$43.55	\$58.05
2001-3000 hrs	\$30.70	\$89.98	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$45.25	\$60.60
3001-4000 hrs	\$32.41	\$95.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$46.96	\$63.17
4001+ hrs	\$34.12	\$100.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.67	\$65.73

(*)Special Calculation Note :

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

Ratio :

1 Journeyman to 1 Apprentice 4 Journeymen to 1 Apprentice thereafter per project

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Crawford, Knox, Morrow, Richland

Special Jurisdictional Note :

Details :

Group 1 Concrete Handler, Finisher tender, Building and Construction Laborer, Signalman, Flagman, Tool Cribman, Carpenter Tender, Utility Construction Laborer, Guardrail Erector, and Hazardous Waste (Level C,D) Group 2 Guniting Operator, Bottom Men, Tunnel Laborer, Pipe Layer, Air and Power Driven Tools, Burner on Demolition work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Man and Dynamite Blaster, Creosote Worker, Form Setter, Plasterer Tender, Hod Carrier, Laser Beam Set-up Man, and Hazardous Waste (Level A, B) Group 3 Fork Lift, Scaffold Builders, Mortar Mixer, Mason Tender, Stone Mason Tender Group 4 Watchman Hazardous Waste Removal and Lead Abatement For laborers working in an exclusive or "hot" area with toxic or hazardous materials, one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. Level A Protective equipment is required when the area has been determined to contain extremely toxic contaminants of contaminants unknown but may be expected to be extremely toxic and/or immediately Dangerous to life and health (IDLH). This ensemble includes a full encapsulated chemical suit (moon suit), Self-Contained Breathing Apparatus (SUBA), or Airline Fed Respirator, and various types and numbers of boots and gloves; cool vests and voice-activated radios are optional equipment sometimes worn. This level places the greatest physical and mental stress on the worker. Level B Protective equipment includes a chemically resistant splash suit and SCBA or airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level D situations Level C Protective equipment includes a protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when the contaminants are reliably known not to be hazardous to the skin and not IDLH (immediately Dangerous to Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs. Level D Normal work clothes to normal skin protection such as gloves, face shields, goggles, coveralls and occasionally respiratory protection.

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Operator Group A	\$45.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Group B	\$45.72		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Group C	\$44.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Group D	\$43.50		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Group E	\$38.04		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 150'-180'	\$46.34		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Cranes & Mobile Concrete Pumps 180'-249'	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 249' and over	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	BHR	Percent										
1st Year	\$22.92	\$50.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
Field Mechanic Trainee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.40	\$58.16
2nd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.99	\$65.03
3rd Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.57	\$71.91
4th Year	\$41.26	\$90.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$58.16	\$78.78

(*)Special Calculation Note :

Other: Education & Safety Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment.

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

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

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

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

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

Master Mechanics - Master Mechanic

Cranes 150' - 180' - Boom & Jib 150 - 180 feet Cranes 180' - 249' - Boom & Jib 180 - 249 feet Cranes 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class A	\$45.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Class B	\$45.72		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Class C	\$44.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Class D	\$43.50		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Class E	\$38.04		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 150' - 179'	\$46.34		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Crane and Mobile Concrete Pump 180' - 249'	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 250' and Ove	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	BHR	Percent										
1st Year	\$22.92	\$50.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
Field Mech Trainee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.40	\$58.16
2nd year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.99	\$65.03
3rd year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.57	\$71.91
4th year	\$41.26	\$90.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$58.16	\$78.78

(*)Special Calculation Note :

Other: Education & Safety Fund Misc: National Training

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.

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

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

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

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

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

Master Mechanic - Master Mechanic

Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet
Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet
Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Sign and Display

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

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

(*)Special Calculation Note :

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 1 Sign

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
7/30/2025

Effective Date:
7/30/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Class A: Painter Sign Erector/Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$0.79	\$0.00	\$1.10	\$0.00	\$0.00	\$42.90	\$56.04
Class B: Painter Sign Erector/Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$1.58	\$0.00	\$1.10	\$0.00	\$0.00	\$43.69	\$56.83
Class C: Painter Sign Erector/Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$2.37	\$0.00	\$1.10	\$0.00	\$0.00	\$44.48	\$57.62
Class D: Painter Sign Erector/Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$3.15	\$0.00	\$1.10	\$0.00	\$0.00	\$45.26	\$58.40
Class A: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$0.76	\$0.00	\$1.06	\$0.00	\$0.00	\$41.15	\$53.45
Class B: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$1.51	\$0.00	\$1.06	\$0.00	\$0.00	\$41.90	\$54.20
Class C: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$2.27	\$0.00	\$1.06	\$0.00	\$0.00	\$42.66	\$54.96
Class D: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$3.03	\$0.00	\$1.06	\$0.00	\$0.00	\$43.42	\$55.72

Class A: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$0.66	\$0.00	\$0.92	\$0.00	\$0.00	\$35.93	\$45.74
Class B: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$1.32	\$0.00	\$0.92	\$0.00	\$0.00	\$36.59	\$46.40
Class C: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$1.98	\$0.00	\$0.92	\$0.00	\$0.00	\$37.25	\$47.06
Class D: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$2.64	\$0.00	\$0.92	\$0.00	\$0.00	\$37.91	\$47.72
Apprentice	BHR	Percent									
1-2000 hrs	\$13.14	\$50.00	\$8.91	\$5.57	\$0.25	\$0.00	\$0.75	\$0.00	\$0.00	\$28.62	\$35.19
2001-3000 hrs	\$14.45	\$55.00	\$8.91	\$5.57	\$0.25	\$0.56	\$0.79	\$0.00	\$0.00	\$30.53	\$37.75
3001-4000 hrs	\$15.77	\$60.00	\$8.91	\$5.57	\$0.25	\$0.59	\$0.82	\$0.00	\$0.00	\$31.91	\$39.80
4001-5000 hrs	\$17.08	\$65.00	\$8.91	\$5.57	\$0.25	\$1.22	\$0.86	\$0.00	\$0.00	\$33.89	\$42.43
5001-6000 hrs	\$18.40	\$70.00	\$8.91	\$5.57	\$0.25	\$1.27	\$0.89	\$0.00	\$0.00	\$35.29	\$44.49
6001-7000 hrs	\$22.34	\$85.00	\$8.91	\$5.57	\$0.25	\$1.43	\$1.00	\$0.00	\$0.00	\$39.50	\$50.67
7001-8000 hrs	\$23.65	\$90.00	\$8.91	\$5.57	\$0.25	\$1.48	\$1.03	\$0.00	\$0.00	\$40.89	\$52.71

(*)Special Calculation Note :

Other: Holiday Pay

Apprentice Pay Rate should be based on proper Classification.

Any employee working over 100 ft. above the ground shall receive \$1.00 per hour additional pay.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Ashtabula, Cuyahoga, Geauga, Lake, Medina, Portage, Richland, Summit

Special Jurisdictional Note :

Details :

Class A Worker: More than 1 year but less that 2 years

Class B Worker: More than 2 years but less than 10 years

Class C Worker: More than 10 years but less that 20 years

Class D Worker: More than 20 years

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 788

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
7/23/2025

Effective Date:
7/23/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Brush Roll	\$30.23		\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.75	\$63.86
REFINERY RATE	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Painter Brush Roll	\$32.02		\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.54	\$66.55
POWERHOUSE RATE	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Painter Brush Roll	\$34.90		\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.42	\$70.87
Apprentice	BHR	Percent										
1st Year	\$19.65	\$65.00	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.17	\$47.99
2nd Year	\$22.67	\$75.00	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.19	\$52.53
3rd Year	\$25.70	\$85.00	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.22	\$57.07
4th Year	\$28.72	\$95.00	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.24	\$61.60

(*)Special Calculation Note :

Apprentice rate based upon % of each classification.

- A. \$0.50 per hour shall be added to the rate of pay for the classification of work, while working: Swing stage, Boatswain Chair, Needle Beam & Horizontal Cable.
- B. \$1.00 per hour shall be added to the rate of pay for the classification of work, while operating: Any spray equipment, Sandblasting, Cob blasting, High Pressure Water blasting (4000 PSI), and for Automatic Taping & Finishing Tools for Drywall.
- C. \$0.50 per hour shall be added to the rate of pay for the classification of work, for tending: three (3) or more sprayers.
- D. \$1.00 per hour shall be added to the rate of pay for the classification of work, for the application of: Catalyzed 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. Questionable work or material shall be approved by the Business Representative and/or Joint Trade Board.
- E. \$1.00 per hour shall be added to the rate of pay for the classification of work, for working on: Stacks, Tanks, and Towers over forty (40) feet in height.
- F. \$0.40 per hour shall be added to the rate of pay for the classification of work, for Paperhanging.
- G. \$1.00 per hour shall be added to the rate of pay for the classification of work, for Spray Painting.
- H. \$1.50 per hour shall be added to the rate of pay for the classification of work, for Drywall Finishing.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Crawford, Erie, Hancock, Huron, Marion, Morrow, Ottawa, Richland, Sandusky, Seneca, Wyandot

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 788 Drywall

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
7/23/2025

Effective Date:
7/23/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Drywall Finisher	\$31.73		\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.25	\$66.11
REFINERY RATE	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Painter Drywall Finisher	\$33.52		\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.04	\$68.80
POWERHOUSE RATE	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Painter Drywall Finisher	\$36.40		\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.92	\$73.12
Apprentice	BHR	Percent										
1st Year	\$20.62	\$65.00	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.14	\$49.45
2nd Year	\$23.80	\$75.00	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.32	\$54.22
3rd Year	\$28.56	\$90.00	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.08	\$61.36

(*)Special Calculation Note :

Apprentice rate based upon % of each classification.

- A. \$0.50 per hour shall be added to the rate of pay for the classification of work, while working: Swing stage, Boatswain Chair, Needle Beam & Horizontal Cable.
- B. \$1.00 per hour shall be added to the rate of pay for the classification of work, while operating: Any spray equipment, Sandblasting, Cob blasting, High Pressure Water blasting (4000 PSI), and for Automatic Taping & Finishing Tools for Drywall.
- C. \$0.50 per hour shall be added to the rate of pay for the classification of work, for tending: three (3) or more sprayers.
- D. \$1.00 per hour shall be added to the rate of pay for the classification of work, for the application of: Catalyzed 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. Questionable work or material shall be approved by the Business Representative and/or Joint Trade Board.
- E. \$1.00 per hour shall be added to the rate of pay for the classification of work, for working on: Stacks, Tanks, and Towers over forty (40) feet in height.
- F. \$0.40 per hour shall be added to the rate of pay for the classification of work, for Paperhanging.
- G. \$1.00 per hour shall be added to the rate of pay for the classification of work, for Spray Painting.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Crawford, Erie, Hancock, Huron, Marion, Morrow, Ottawa, Richland, Sandusky, Seneca, Wyandot

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 788 Hvy Hwy

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
7/30/2025

Effective Date:
7/30/2025

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class 1: Bridge Blaster	\$41.71	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.23	\$81.08
Class 2: Bridge Painter, Rigger, Containment Builder, Spot Blaster	\$38.71	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57.23	\$76.58
Class 3: Equipment Operator/ Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (0-5 Years Exp.)	\$31.71	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.23	\$66.08
Class 3: Equipment Operator/ Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (5 Plus Years Exp.)	\$34.71	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.23	\$70.58
Class 4: Concrete Sealing, Concrete Blasting/P ower Washing/ Etc.	\$34.71	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.23	\$70.58

Class 5: Quality Control/Q uality Assurance , Traffic Safety, Competen t Person	\$34.71		\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.23	\$70.58
Apprentice	BHR	Percent											
1st Year	\$29.20	\$70.00	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.72	\$62.32
2nd Year	\$33.37	\$80.00	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.89	\$68.57
3rd Year	\$37.54	\$90.00	\$9.52	\$8.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.06	\$74.83

(*)Special Calculation Note :

Apprentice pay based upon percentage of each classification.

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Crawford, Erie, Hancock, Huron, Marion, Morrow, Ottawa, Richland, Sandusky, Seneca, Wyandot

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 132 (Columbus)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plasterer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	\$31.68		\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$47.14	\$62.98
Fireproofing Gunner	\$32.68		\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$48.14	\$64.48
Apprentice	BHR	Percent										
1st 800 hrs	\$22.18	\$70.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$37.64	\$48.72
2nd 800 hrs	\$23.44	\$74.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$38.90	\$50.62
3rd 800 hrs	\$24.71	\$78.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$40.17	\$52.53
4th 800 hrs	\$25.98	\$82.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$41.44	\$54.43
5th 800 hrs	\$27.24	\$86.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$42.70	\$56.33
6th 800 hrs	\$28.51	\$90.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$43.97	\$58.23
7th 800 hrs	\$29.78	\$94.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$45.24	\$60.13
8th 800 hrs	\$31.05	\$98.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$46.51	\$62.03

(*)Special Calculation Note :

*Other is International Training Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Richland, Ross, Union, Vinton, Wyandot

Special Jurisdictional Note :

Details :

Fireproofing Gunner: If any mechanical means is used in the gauging of lime for any finish coat, the mixing shall be gauged by a member of the crew who is to apply the respective gauging. This clause applies on jobs where cementitious and fibrous type fireproofing is the material being applied. There shall be an equal number of plasterers to nozzles used. Working on swing stage, slip scaffold or window jack scaffold shall receive the following rates: \$0 above the regular rate for heights up to forty-nine (49) feet above grade level \$0.75 above the regular rate for heights over fifty (50) feet above grade level

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 42

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plumber Pipefitter

Effective Date:
7/1/2025

Effective Date:
7/1/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)		
Plumber Pipefitter	\$42.02		\$12.62	\$12.63	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$68.50	\$89.51
Plumber Pipefitter Heavy Industrial	\$43.02		\$12.62	\$12.63	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$69.50	\$91.01
Apprentice Heavy Industrial	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year	\$22.49		\$8.92	\$0.00	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$32.64	\$43.89
2nd Year	\$26.81		\$12.62	\$8.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$49.07	\$62.48
3rd Year	\$31.11		\$12.62	\$8.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$53.37	\$68.93
4th Year	\$34.41		\$12.62	\$9.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$57.67	\$74.88
5th Year	\$37.71		\$12.62	\$10.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$61.97	\$80.83
Apprentice	BHR	Percent									
1st Year	\$22.07	\$52.52	\$8.92	\$0.00	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$32.22	\$43.25
2nd Year	\$26.28	\$62.54	\$12.62	\$8.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$48.54	\$61.68
3rd Year	\$30.48	\$72.54	\$12.62	\$8.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$52.74	\$67.98
4th Year	\$33.68	\$80.15	\$12.62	\$9.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$56.94	\$73.78
5th Year	\$36.89	\$87.79	\$12.62	\$10.41	\$1.23	\$0.00	\$0.00	\$0.00	\$0.00	\$61.15	\$79.59

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 2 Apprentices 3 Journeymen to 3 Apprentices 4-6 Journeymen to 4 Apprentices 7-10 Journeymen to 5 Apprentices 11-13 Journeymen to 6 Apprentices 14-15 Journeymen to 7 Apprentices 16-18 Journeymen to 8 Apprentices 19-20 Journeymen to 9 Apprentices 21-23 Journeymen to 10 Apprentices 24-26 Journeymen to 11 Apprentices 27-30 Journeymen to 12 Apprentices 31-34 Journeymen to 13 Apprentices 35-38 Journeymen to 14 Apprentices 39-40 Journeymen to 15 Apprentices Then 1 Journeyman to 5 Apprentices thereafter Water Treatment Work described below is a ratio of: 1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Crawford, Erie, Huron, Knox, Lorain, Morrow, Richland, Wyandot

Special Jurisdictional Note :

Details :

Includes but not limited to : all water services from main to building including water meters and water meter foundations, all lawn sprinkler work including piping, fittings, and lawn sprinkler heads, all power plant piping of every description. All fire extinguishing systems and piping whether by water, steam, gas, or chemical, fire alarm piping and control tubing. On Water Treatment Plants, waste water treatment plants, prefabricated water treatment plants, lift stations, elevated water tanks, meter vaults, underground work on site at treatment, water mains and fire protection external mains, all construction work on public utilities obtained by employer other than plumbing and heating. On all construction projects wherein the work involves sanitary sewers, storm sewers and water lines (site work) performed outside the structure of the building.

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 88

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Roofer

Effective Date:
7/9/2025

Effective Date:
7/9/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Roofer	\$33.75		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$56.42	\$73.30
HELPERS	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Helper -500 Hrs. 1st 6 months	\$20.00		\$2.25	\$0.00	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$25.21	\$35.21
Helper -500 Hrs. 2nd 6 months	\$21.94		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$44.61	\$55.58
2nd year Helper	\$23.63		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$46.30	\$58.12
3rd year Helper	\$25.32		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$47.99	\$60.65
4th year Helper	\$27.00		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$49.67	\$63.17
5th year Helper	\$28.69		\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$51.36	\$65.71
Apprentice	BHR	Percent										
1st 6 months w/500 hrs	\$21.94	\$65.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$44.61	\$55.58
2nd 6 months w/500 hrs	\$23.63	\$70.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$46.30	\$58.12
3rd 6 months w/500 hrs	\$25.32	\$75.02	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$47.99	\$60.65
4th 6 months w/500 hrs	\$27.00	\$80.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$49.67	\$63.17
5th 6 months w/500 hrs	\$28.69	\$85.02	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$51.36	\$65.71
6th 6 months w/500 hrs	\$30.38	\$90.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$53.05	\$68.24
7th 6 months w/500 hrs	\$32.07	\$95.02	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$54.74	\$70.78

(*)Special Calculation Note :

Other: \$0.07 Drug Education, \$0.05 Construction Industry Development Board, \$0.09 International Training Fund
Roofers working in any form of coal tar pitch, whether hot or cold, installing and/or removing will be paid \$.25 more per hour.

Ratio :

1 Journeyman to 1 Apprentice to 1 Helper

No helper shall be used on any one job unless 1 Journeyman and 1 Apprentice are working on said job

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Carroll, Coshocton, Crawford, Holmes, Huron, Lorain*, Medina, Portage, Richland, Stark, Summit, Tuscarawas, Wayne

Special Jurisdictional Note :

Lorain County: South of the Turnpike

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 (Akron)

Type of Rate: Commercial

Change #:
LCN02-2025sks

Craft:
Sheet Metal Worker

Effective Date:
8/13/2025

Effective Date:
8/13/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)		
Classification											
Sheet Metal Worker	\$37.66		\$10.00	\$13.86	\$0.95	\$0.00	\$8.00	\$0.00	\$0.00	\$70.47	\$89.30
Apprentice	BHR	Percent									
1st year	\$22.60	\$60.00	\$10.00	\$4.91	\$0.19	\$0.00	\$0.00	\$0.00	\$0.00	\$37.70	\$48.99
2nd year	\$24.48	\$65.00	\$10.00	\$6.58	\$0.95	\$0.00	\$4.00	\$0.00	\$0.00	\$46.01	\$58.25
3rd year	\$26.36	\$70.00	\$10.00	\$6.99	\$0.95	\$0.00	\$4.00	\$0.00	\$0.00	\$48.30	\$61.48
4th year	\$30.13	\$80.00	\$10.00	\$7.80	\$0.95	\$0.00	\$4.00	\$0.00	\$0.00	\$52.88	\$67.94

(*)Special Calculation Note :

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Carroll, Coshocton, Crawford, Holmes, Medina, Portage, Richland, Stark, Summit, Tuscarawas, Wayne

Special Jurisdictional Note :

Details :

Scope of Work: This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems, and air handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct-lining; (c) testing, servicing, and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Worker's International Association. Industrial Door-Installation and service of overhead doors roll up doors, docks and dock leveling.

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 Industrial Door

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Sheet Metal Worker

Effective Date:
8/1/2025

Effective Date:
8/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$26.53		\$8.71	\$5.66	\$0.19	\$0.00	\$2.61	\$0.61	\$0.00	\$0.00	\$44.31	\$57.58
Apprentice	BHR	Percent										
Probationary Period (60 Days)	\$13.80	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.80	\$20.70
61st day -12 months	\$15.39	\$58.00	\$8.71	\$1.96	\$0.19	\$0.00	\$1.68	\$0.35	\$0.00	\$0.00	\$28.28	\$35.98
2nd Year	\$18.04	\$68.00	\$8.71	\$1.96	\$0.19	\$0.00	\$1.90	\$0.41	\$0.00	\$0.00	\$31.21	\$40.23
3rd Year	\$19.37	\$73.00	\$8.71	\$1.96	\$0.19	\$0.00	\$2.05	\$0.45	\$0.00	\$0.00	\$32.73	\$42.41
4th Year	\$21.22	\$80.00	\$8.71	\$1.96	\$0.19	\$0.00	\$2.17	\$0.49	\$0.00	\$0.00	\$34.74	\$45.35
5th Year	\$22.82	\$86.00	\$8.71	\$1.96	\$0.19	\$0.00	\$2.31	\$0.52	\$0.00	\$0.00	\$36.51	\$47.92

(*)Special Calculation Note :

Other: Holiday Pay

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Ashtabula, Carroll, Columbiana, Coshocton, Crawford, Cuyahoga, Defiance, Erie, Fulton, Geauga, Hancock, Henry, Holmes, Huron, Lake, Lorain, Lucas, Mahoning, Medina, Ottawa, Paulding, Portage, Putnam, Richland, Sandusky, Seneca, Stark, Summit, Trumbull, Tuscarawas, Wayne, Williams, Wood

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Type of Rate: Commercial

Change #:
LCR01-2025ib

Craft:
Sprinkler Fitter

Effective Date:
8/6/2025

Effective Date:
8/6/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Sprinkler Fitter	\$48.28		\$12.40	\$7.40	\$0.54	\$0.00	\$7.74	\$0.00	\$0.00	\$0.00	\$76.36	\$100.50
Apprentice	BHR	Percent										
CLASS 1	\$24.14	\$50.00	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.71	\$45.78
CLASS 2	\$27.04	\$56.00	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.61	\$50.13
CLASS 3	\$29.45	\$61.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$50.94	\$65.66
CLASS 4	\$31.38	\$65.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$52.87	\$68.56
CLASS 5	\$33.31	\$69.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$55.05	\$71.70
CLASS 6	\$36.21	\$75.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$57.95	\$76.05
CLASS 7	\$38.14	\$79.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$59.88	\$78.95
CLASS 8	\$40.56	\$84.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$62.30	\$82.58
CLASS 9	\$42.97	\$89.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$64.71	\$86.19
CLASS 10	\$44.90	\$93.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$66.64	\$89.09

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Sprinkler Fitter work shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 1

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1	\$34.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64
Apprentice	BHR	Percent										
First 6 months	\$27.41	\$80.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.36
7-12 months	\$29.12	\$85.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$62.93
13-18 months	\$30.83	\$90.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$65.50
19-24 months	\$32.55	\$95.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.80	\$68.07
25-30 months	\$34.26	\$100.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 2

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2	\$35.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14
Apprentice	BHR	Percent										
First 6 months	\$28.21	\$80.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.46	\$61.56
7-12 months	\$29.97	\$85.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.22	\$64.21
13-18 months	\$31.73	\$90.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.98	\$66.85
19-24 months	\$33.50	\$95.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.75	\$69.50
25-30 months	\$35.26	\$100.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.

**TROY TOWNSHIP BOARD OF TRUSTEES BID FOR UNIT PRICE
CONTRACT**

TO:

Troy Township Board of Trustees

247 South Mill Street, Lexington, Ohio 44904

Proposal of _____
(hereinafter called "**Bidder**") a corporation, organized and existing under the laws of the State of _____, a partnership, or an individual doing business as _____.

Gentlemen:

The Bidder, in compliance with your invitation for bids for the **2026 ROAD CHIP SEAL PROJECT, TROY TOWNSHIP, RICHLAND COUNTY, OHIO** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated on the following page(s). These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or after a date to be specified by the Owner and to fully complete the project by AUGUST 31, 2026 thereafter as stipulated in the specifications. Bidder further agrees to pay, as liquidated damages, the amount specified in Paragraph 8 of the "**INFORMATION TO BIDDERS**" for each consecutive calendar day thereafter as hereinafter provided in the "**SUPPLEMENTARY CONDITIONS**".

Bidder acknowledges receipt of the following Addendum:

_____.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the unit prices listed on the following page(s).

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of discrepancy in the extension, the unit price shown for labor and the unit price shown for material will govern. Item numbers refer either to the item numbers shown in the current State of Ohio, Department of Highways' "Construction and Material Specifications", or to item numbers shown and described in these Contract Documents.)

The preceding unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for the period of time stated in Paragraph 1 of the "INFORMATION TO BIDDERS" after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Section 5.01 of the "GENERAL CONDITIONS". The bid security attached is to become the *property of the Owner* in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The names and addresses of all persons and parties interested in the foregoing Proposal, as principals, are as follows:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

Name of Bidder _____
(State whether Individual Firm or Corporation)

Business Address of Bidder _____

Telephone Number: (____) _____ Date _____

FAX Number: (____) _____ Federal ID No. _____

Email _____

Signed by _____ Title _____

**Place Bid Bond or
Bid & Performance Bond
inside the front cover of the bid documents.
DO NOT insert into binder of bid documents.**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

(Name and Address)

as Principal, and _____ as Sureties, are hereby held and firmly bound into Troy Township Board of Trustees as Obligee in the penal sum of _____

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 and sealed this _____ day of _____, 20__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

**2026 ROAD CHIP SEAL PROJECT
TROY TOWNSHIP, RICHLAND COUNTY, OHIO**

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in 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 Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

The Surety hereby represents and warrants that it is licensed by the Ohio Superintendent of Insurance, and is authorized to execute bonds in the State of Ohio. The surety further represents that the liability incurred pursuant to this bond is within the limits of Ohio Revised Code Section 3929.02.

PRINCIPAL: _____

SURETY: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

SURETY COMPANY NAME/ADDRESS:

SURETY AGENT'S NAME/ADDRESS:

BID AND PERFORMANCE PAYMENT BOND
(Section 153.57 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____

(Name and Address)

_____ as Principal and _____

as Sureties, are hereby held and firmly bond unto **Troy Township Board of Trustees** as Obligees in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligees on _____, 2026, to undertake the project known as **2026 ROAD CHIP SEAL PROJECT, TROY TOWNSHIP, RICHLAND COUNTY, OHIO**. The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligees, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligees, which are accepted by the Obligees. In no case shall the penal sum exceed the amount of _____ dollars (\$ _____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed and sealed this _____ *day of* _____, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has entered into a contract on the above-referred project, which said contract is made a part of this bond the same as though set forth herein.

Now, therefore, if the Obligees accept 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 Obligees the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligees may be good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligees does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligees the difference not to exceed ten percent 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 Obligees accept the bid of the Principal and the Principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

NOW, also, if said _____ shall well and faithfully do and perform the things agreed by said _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of sub-contractors, 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 Obligees 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 anyway affect the obligations of said surety on its bond.

The Surety hereby represents and warrants that it is licensed by the Ohio Superintendent of Insurance, and is authorized to execute bonds in the State of Ohio. The Surety further represents that the liability incurred pursuant to this bond is within the limits of Ohio Revised Code Section 3929.02.

PRINCIPAL: _____

SURETY: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

SEC. 9.32 REQUIRES AWARDED AUTHORITIES, SIMULTANEOUSLY WITH NOTICE OF AWARD TO CONTRACTOR, TO GIVE WRITTEN NOTICE TO SURETY AND AGENT.

SURETY COMPANY NAME/ADDRESS:

SURETY AGENTS' NAME/ADDRESS:

NON-COLLUSION AFFIDAVIT

COUNTY OF _____)
STATE OF _____) SS

_____, being first sworn,
(Name of Individual)

says that he is _____ of
(title-owner, partner, president, secretary)

_____ submitting
(Name of Organization)

the foregoing bid for

**2026 ROAD CHIP SEAL PROJECT
TROY TOWNSHIP, RICHLAND COUNTY, OHIO**

that such bid is not made in their interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract, that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

(Affiant)

Sworn to before me this _____ day of _____, 20__

(Notary Public)

County of _____, State of _____

My Commission expires _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year **2026** by and between the Troy Township Board of Trustees (*hereinafter called OWNER*) and _____ (*hereinafter called CONTRACTOR*).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**2026 ROAD CHIP SEAL PROJECT
TROY TOWNSHIP, RICHLAND COUNTY, OHIO**

Article 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.

2.1 The Design Professional (also called the “Engineer”) is:

Name: N/A

Address: N/A

Phone: N/A

2.2 Notwithstanding any other provision in the Contract Documents, Owner will not be using the Design Professional identified immediately above to perform the construction administration services set forth in the General Conditions and Supplementary Conditions. Therefore, whenever the term “Engineer” or “Design Professional” or “Owner’s Representative” is used in the Agreement, General Conditions and Supplementary Conditions in instances where the Engineer is providing construction administration services, except any instances where these services are required to be performed by a licensed engineer under Ohio law, the term

“Engineer” “Design Professional” or “Owner’s Representative” shall instead mean the following person, who will be acting as Owner’s Representative:

Name: Matthew Thayer, Road Superintendent

Article 3. CONTRACT TIME.

- 3.1. The Work will be completed and ready for final payment in accordance with paragraph 8 of the **“INFORMATION TO BIDDERS”**.
- 3.2. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

As per itemized quantities on proposal pages.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the **“GENERAL CONDITIONS”**. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’S Applications for Payment as recommended by ENGINEER, on or about the **LAST** day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule values established in paragraph 15.01 of the General Conditions (and in the case of Unit Price Work based on the number of units complete) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.

92% of labor and 100% of materials incorporated in the Work. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Completion will be in an amount equal to 100% of the Work completed.

92% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 15.01 of the General Conditions).

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions.
- 6.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.04 of the General Conditions.
- 6.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents
- 6.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 7.1. Advertisement for Bids (Page 1);
- 7.2. Information to Bidders (Pages 2 thru 2e, inclusive);
- 7.3. Wage Rates (Pages 2-1 thru 2-79, inclusive);
- 7.4. Contractor's Bid for Unit Price Contract (Pages 3 thru 3a, inclusive);
- 7.5. Bid Bond (Pages 4 thru 4b, inclusive);
- 7.6. Bid and Performance Payment Bond (Page 4c);
- 7.7. Non-Collusion Affidavit (Page 4d);
- 7.8. Experience Record (Page 4e);
- 7.10. Agreement (Pages 5 thru 5f, inclusive);
- 7.11. Affidavit for Corporation (Page 5g);
- 7.12. Personal Property Tax Affidavit (Page 5h);
- 7.13. Certification of Contractor Compliance (*49 CFR 382*) (Page 5i);
- 7.14. Performance-Payment Bond (Page 6);
- 7.15. Notice of Award to Surety (Page 6a);
- 7.16. Notice of Commencement (Page 6b);
- 7.17. General Conditions (Pages 7-1 thru 7-73, inclusive);
- 7.18. Supplementary Conditions (Pages 7-74 thru 7-78, inclusive);
- 7.19. Specifications (Pages 8 thru 8g, inclusive);
- 7.20. Listing of Roads to be Resurfaced (Page 9);
- 7.21. Location Map of Roads to be Resurfaced (Page 10)
- 7.22. Documentation submitted by CONTRACTOR prior to Notice of Award (Pages _____ of _____, inclusive); and
- 7.23. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 of the General Conditions.
- 7.24. The documents listed in Article 7 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 11.01 of the General Conditions.

Article 8. MISCELLANEOUS

- 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 9. OTHER PROVISIONS.

9.1. *Indemnification.* To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Township and its agents and employees from and against all claims, damages, losses and expenses, including (but not limited to) attorneys' fees arising out of (or resulting from) the performance of the Work provided that any such claim, damage, loss or expense is:

- 9.1.1. attributed to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting thereof; *and,*
- 9.1.2. caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Township and its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' or Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the Township, their agents or employees, arising out of:

- 9.1.3. the preparation or approval of Change of Orders, designs or specifications; *or*
- 9.1.4. the giving of (or failure to give) directions or instructions by the Engineer, his agents or employees, provided such giving (or failure to give) is the primary cause of the injury or damage

9.2. *Insurance.*

Employer's Liability Insurance

The Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his or her employees, as are not otherwise protected. A copy of Contractor's and Subcontractors' Workers' Compensation Certificates shall be submitted to the Township

Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Workers' Compensation Insurance as required by applicable State law for all of his or her

employees to be engaged in work at the site of the project under this Contract; and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded in the Contractor's Workers' Compensation Insurance in case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation Statute.

Contractor's Liability Insurance

The Contractor shall procure at his or her sole expense and keep in full force and effect during the life of this Contract, Policy or Policies of Insurance providing the following coverage:

- 9.2.1. Contractor's Public Liability Insurance providing coverage for property damage in an amount of not less than \$2,000,000;
- 9.2.2. Contractor's Public Liability Insurance providing coverage for wrongful death or bodily injury in an amount of not less than \$1,000,000 per person and \$2,000,000 per incident;
- 9.2.3. Vehicle Liability Insurance providing coverage for property damage in an amount of not less than \$1,000,000;
- 9.2.4. Vehicle Liability Insurance providing coverage for wrongful death or bodily injury in an amount of not less than \$500,000 per person and \$1,000,000 per incident.

The Contractor shall either:

- 9.2.5. Require each of his or her Subcontractors to maintain during the life of this Contract the Liability Insurance described above or alternatively, secure coverage of the type and in the amounts specified above under his or her insurance policies to cover each subcontractor; *or*
- 9.2.6. Insure activities under his or her policy, as specified herein.

9.3. *Nondiscrimination & Intimidation.*

That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, religion, color, sex, national origin, handicap, age or military status as defined in section 4112.01 of the Revised Code, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates:

That no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin, handicap, age or military status defined in section 4112.01 of the Revised Code. In the event of any violation of the terms and conditions of this section by the Contractor, any Subcontractor, or any person acting on behalf of the Contractor, there shall be a forfeiture of twenty-five (\$25) for each person who is discriminated against or intimidated in violation of this Contract or Section 153.59 of the

Ohio Revised Code. The amount of forfeiture shall be deducted from the amount payable to the Contractor for the first violation of this section.

In the event of a second or subsequent violation of the terms and conditions of this section by the Contractor, any Subcontractor, or any person acting on behalf of the Contractor, the Contract will be canceled and all funds due the Contractor hereby may be forfeited in accordance with Section 153.60 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

The Troy Township Board of Trustees
(Owner)

(Witness)

By: _____

(Date)

(Seal)

ATTEST:

(Contractor)

Date: _____

(Witness)

By: _____

Title: _____

(Witness)

Address: _____

FISCAL OFFICER CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment of expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the proper Fund and is free from any obligation or certificate now outstanding.

Fiscal Officer

Date

AFFIDAVIT

(To be executed by the Contractor)

COUNTY OF _____)
) SS.
STATE OF _____)

_____, being duly sworn, deposes and says that he is
Secretary of _____,
(Name of Contractor)

a corporation organized and existing under and by virtue of the laws of the State of _____,
and having its principal office at _____,
(Street and Number)
_____.
(City) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of

(Name of Contractor)

Affiant further says that _____
(Officer's Name)
_____ of the corporation is duly authorized to sign a
_____ *(Title)*

Contract for **2026 ROAD CHIP SEAL PROJECT, TROY TOWNSHIP, RICHLAND COUNTY, OHIO**, said corporation by virtue of

(State whether a provision of by-laws or a resolution of the Board of Directors.)

(If by resolution, give date of adoption.)

(Affiant)

Sworn to before me this _____ day of _____, 20__.

(Notary Public)

County of _____ State of _____

My Commission Expires _____

AFFIDAVIT

(To be executed as a part of the Contract)

STATE OF _____)
) SS.
COUNTY OF _____)

**PERSONAL PROPERTY TAX
AFFIDAVIT OF CONTRACTOR**
(O.R.C. 5719.042)

I, _____, being duly sworn, and an authorized agent of or Contractor for the bid submitted to the **TROY TOWNSHIP BOARD OF TRUSTEES**, on _____, 20____, state that on or before said bid submittal date:

I. _____ was not charged with any delinquent
(Name of Contractor)

Personal Property taxes on the general tax list of personal property of _____
County, Ohio; OR

II. _____ was charged with delinquent Personal Property
(Name of Contractor)

taxes on the general tax list of personal property of _____ County, Ohio, in
the following amounts:

- A. Due and Unpaid delinquent taxes \$ _____
- B. Unpaid penalties \$ _____
- C. Unpaid interest \$ _____

Sworn to before me this _____ day of _____, 20____.

(Notary Public)

County of _____ State of _____

My Commission Expires _____

CERTIFICATION OF CONTRACTOR COMPLIANCE

US DOT Alcohol & Drug Testing Program (49 CFR 382)

This is to certify that the Contractor named below has implemented a DOT Alcohol and Drug Testing Program, or requires its sub-contractors to implement a DOT Alcohol and Drug Testing Program, in compliance with Department of Transportation Alcohol and Drug Rules including all employees working as contract employees to Troy Township, Richland County, Ohio.

Name of Company or Corporation

Address & Zip Code	Telephone Number
--------------------	------------------

Name of Person certifying compliance	Title
--------------------------------------	-------

Signature	Date
-----------	------

Governor's Executive Order (2002-13T) ***Ohio Bureau of Worker's Compensation's Drug Free Workplace Program***

In accordance with the Governor's Executive Order (2002-13T) mandating that all agencies administering state construction projects require that contractors and subcontractors on these projects be enrolled in and in good standing in the Ohio Bureau of Worker's Compensation's Drug Free Workplace Program or similar program approved by the Bureau of Worker's Compensation. This requirement will be phased in between January 1, 2003 and July 1, 2003.

Accordingly, the low bidder is required to enroll in a program certified by the Ohio Bureau of Workers' Compensation within ten days of the bid opening to be awarded the project or its bid will be deemed non-responsive.

Troy Township, Richland County may declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Worker's Compensation's Drug-Free Work place (DFWP) Discount Program or a similar program approved by the Bureau of Worker's Compensation when its bid is submitted.

Name of Company or Corporation

Address & Zip Code	Telephone Number
--------------------	------------------

Name of Person certifying compliance	Title
--------------------------------------	-------

Signature	Date of Enrollment
-----------	--------------------

PERFORMANCE-PAYMENT BOND

(Section 153.57 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

(Name and Address)

as Principal and _____ as Surety, are

hereby held and firmly bound unto **Troy Township Board of Trustees** as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee _____, 2026, to undertake the project known as:
2026 ROAD CHIP SEAL PROJECT, TROY TOWNSHIP, RICHLAND COUNTY, OHIO.

The penal sum referred to herein shall be the dollar amount of the Principal’s bid to the Obligee, incorporating any additive or deductive alternate proposals 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 above line is left blank, the penal sum will be the full amount of the Principal’s bid, including Alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has entered into a contract on the above-referred project, which said contract is made a part of this bond the same as though set forth herein;

NOW, 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 sub-contractors, material men 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 material man 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 ways affect the obligations of said surety on its bond.

The surety hereby represents and warrants that it is licensed by the Ohio Superintendent of Insurance, and is authorized to execute bonds in the State of Ohio. The surety further represents that the liability incurred pursuant to this bond is within the limits of Ohio Revised Code Section 3929.02.

SIGNED AND SEALED this _____ day of _____, 2026.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

SURETY AGENT’S NAME: _____

SURETY AGENTS’S ADDRESS: _____

**NOTICE OF AWARD TO SURETY
OF CONTRACT TO ITS PRINCIPAL
PURSUANT TO O.R.C. SECTION 9.32**

Date: _____

Surety:

Agent:

You are hereby notified that _____,
(Contractor)

_____, was awarded a Contract
(Address)

by the Troy Township Board of Trustees, Richland County, Ohio, on MAY 12, 2026 to perform necessary work on the project known as:

**2026 ROAD CHIP SEAL PROJECT
Troy Township, Richland County, Ohio**

Signed:

Sarah Wilkinson, Fiscal Officer
Board of Troy Township Trustees
Richland County, Ohio
247 South Mill Street
Lexington, Ohio 44904
419-884-1544

cc: Project Contact

**NOTICE OF COMMENCEMENT OF A
PUBLIC IMPROVEMENT PURSUANT TO
REVISED CODE SECTION 1311.252**

State of Ohio)
) ss:
County of Richland)

The Affiant, being first duly sworn, says that:

1. Affiant is the **Fiscal Officer of the Troy Township Board of Trustees** of Richland County, Ohio, 247 South Mill Street, Lexington, Ohio 44904, the "Public Authority."

2. The Public Authority will be commencing a public improvement as follows:

**2026 ROAD CHIP SEAL PROJECT
TROY TOWNSHIP RICHLAND COUNTY, OHIO**

3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE</u>	<u>DATE OF FIRST EXECUTED CONTRACT FOR THE PUBLIC IMPROVEMENT</u>
-------------	----------------	--------------	---

4. The following lists the names and addresses of the sureties for all of those principal contractors:

<u>PRINCIPAL CONTRACTOR</u>	<u>NAME OF SURETY</u>	<u>ADDRESS OF SURETY</u>
---------------------------------	-----------------------	--------------------------

5. For the purpose of serving an affidavit pursuant to Revised Code Section 1311.26, service may be made upon the following representative of the Public Authority : _____

FURTHER AFFIANT SAYETH NAUGHT.

Signature of Affiant

SWORN TO BEFORE ME and subscribed in my presence this ____ day of _____, 2026.

Notary Public [SEAL]

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (Modified)

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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1801 Alexander Bell Drive, Reston, VA 20191-4400
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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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Definitions and Terminology

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance

with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

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

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

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

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

- c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required

by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- ~~I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this

Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or

authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor’s pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor’s professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available

under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of

payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

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

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

- 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
- 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

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

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

~~identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times

resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone

employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any

limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner

may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal

seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

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

1. *Change Orders:*

- a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

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

- ##### 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

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

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and

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

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

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

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

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

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

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for

Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

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

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

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

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*
 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract.

1. Supplement to Section 5.03 of the General Conditions.

The Bidder/Contractor shall be responsible for performing his own subsurface and physical condition investigations.

2. Supplement to Section 5.03 B of the General Conditions.

“No existing technical data is available.”

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

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workers' Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all for the latter's employees to be engaged in such work unless such employees are covered by the protection afforded in the Contractor's Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. A copy of Workers' Compensation Certificate of the Contractor shall be submitted to the Owner.

- (b) Contractor's Liability Insurance

The Contractor shall procure at his or her sole expense and keep in full force and effect during the life of this Contract, Policy or Policies of Insurance as called for in ODOT 2023 C&MS Section 107.12.

The Contractor shall either:

1. Require each of his or her Subcontractors to maintain during the life of this Contract the Liability Insurance described above or alternatively, secure coverage of the type and in the amounts specified above under his or her insurance policies to cover each subcontractor; *or*
2. Insure activities under his or her policy, as specified herein.

- (c) Scope of Insurance and Special Hazards: The insurance required under subparagraph (b) and (c) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by any directly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract.
 - (d) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a one hundred percent (100%) completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interest may appear. The Contractor shall provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
 - (e) Proof of Carriage of Insurance: The Contractors shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and the date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the Owner".
4. Delete Paragraph 6.05 of the General Conditions in its entirety and insert the following in its place:

6.05 CONTRACTORS shall purchase and maintain until final payment has been made property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interest of OWNER, CONTRACTOR, SUBCONTRACTORS, ENGINEER and Engineer's consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, earthquake, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portion of the Work are to be included in an Application for Payment. The policies or insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 6.05 shall comply with the requirements of 6.07.

5. Payment to Contractor

Not later than 30 days following the submittal of the Contractor's approved monthly estimate, the Owner shall mail a progress payment to the Contractor on the basis of the duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure proper performance of this contract, the Owner shall retain the following percentages of the monies due the Contractor.

- a. During the first 50% of the contract, as determined by the aggregate amount of the progress payments, the Owner shall retain 8% of the cost of labor incorporated in the work. These funds shall be retained in an escrow account. Funds in the escrow account not previously paid, shall be released to the Contractor at the time of final payment or acceptance or occupancy by the Owner. During the second 50% of the Contract as determined by the aggregate amount of the progress payments, no retainage will be withheld except as provided in paragraph (b) below.
- b. Regardless of the status of the project, the Owner shall retain 8% of the invoice cost of all materials included in the Contractor's monthly estimate, which are delivered on the site of the work or other approved storage site but not incorporated in the work, provided such materials have been inspected by the Engineer and found to meet the specifications. In no case shall the payment for such materials exceed the bid price in a unit price contract.

Except as provided in paragraph (a) above, the funds in the escrow account resulting from the retainage withheld on stored materials shall be released to the Contractor when the stored material is incorporated into and becomes a part of the work performed in accordance with the provisions of this contract.

- c. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the security, care and protection of materials and work upon which payments have been made or the restoration of any damaged work, replacement of any material stolen, destroyed or damaged by casualty before being used or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- d. Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged

whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

6. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that such work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work with the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damage which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is the essence of each and every portion of this contract and the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of the contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the Owner;
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided, further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

SPECIFICATIONS

Items under this Contract, where applicable, shall be in accordance with the 2023 edition of the State of Ohio, Department of Transportation Construction and Material Specifications (O.D.O.T. Numbers) except as modified or expanded herein, on the Plans, or in the General Notes.

ODOT Item 422 Seal Coat (as modified) shall comply with the Specifications herein. (*See pages 8a through 8g.*)

SEAL COAT

PART 1 GENERAL

1.1. REFERENCE

- A. This specification is a modification of the Ohio Department of Transportation Item 422 Chip Seal. References to items in this specification can be found in the Ohio Department of Transportation Construction and Materials Specifications or as modified herein.
- B. All applicable requirements of other portions of the Contract Documents apply to the Work of this Section.
- C. Drawings giving the approximate locations of the Work are attached. (Refer to ***“LOCATION MAP OF ROADS TO BE RESURFACED”***).
- D. Road Lengths shall be as specified unless otherwise approved by the Road Superintendent or an authorized representative. (Refer to ***“LISTING OF ROADS TO BE RESURFACED”***).

1.2. DESCRIPTION OF WORK

- A. Faulty Work and Non-conforming Work.
 - 1. Faulty Work (or Work not in conformance with the Contract Documents) shall not be permitted.
 - 2. The Contractor shall remove such Work or propose a remedy by means of detailed drawing and written documentation; submit such documentation to the Road Superintendent for his approval.
 - 3. The Contractor shall pay all costs for removal of faulty and Non-conforming Work,
 - 4. 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 is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:
 - a. repair such defective land or areas; or
 - b. correct such defective Work; or
 - c. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - d. 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. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced, 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.

C. Seal Coat

1. Single Seal Coat approximately **4.68** miles of Township Roads at various locations in Troy Township.
 2. Areas to be Sealed will be **marked** with paint by the Township Road Superintendent, or an authorized representative, prior to releasing the Work to the Contractor.
 3. All designated roads are to be sealed using Asphalt Emulsion MC-3000 applied at a rate of **0.45** gallon per square yard.
 4. Cover stone shall be #8 special limestone applied at the rate of 23 pounds per square yard. See Paragraph 2.1, Section A.2.
 5. Work includes preparation of the existing road surface by cleaning.
- D. Seal Coat shall not be extended beyond the limits of the existing pavement.
- E. Coordinate Seal Coat operations with the Troy Township Road Superintendent (or other designated representative) prior to proceeding with the Work, as all Township Work specified shall be under his supervision and control.
- F. Other limitations are as specified in this Section.

1.3. MEETINGS

- A. A **Pre-construction Meeting** will be held at the Troy Township Garage prior to the beginning of any construction.
- B. The **Contractor** shall, at a time and place approved by the **Township**, hold periodic job meetings to coordinate the Work and discuss problems that may arise concerning proper timing and execution of the Work.
- C. Responsible representatives of the **Contractor** and **Township** shall attend these meetings.
- D. The **Road Superintendent**, or his representative, shall preside and take minutes of each meeting; and shall reproduce and distribute such minutes to all concerned parties.

1.4. SUBMITTALS

- A. All Submittals shall completely conform to the requirement of the Contract Documents.
- B. All Submittals shall be made to the **Road Superintendent**, unless specifically noted otherwise or instructed in writing by the **Township**.
- C. Delivery tickets shall indicate all information as required by ODOT, with a copy to the field inspector or his representative.
- D. Timeframes for required Submittals.
 1. With the executed Contract:
 - a. **“AFFIDAVIT(S)”**
 - b. **“DOT CERTIFICATION OF CONTRACTOR COMPLIANCE”**
 - c. **“BID AND PERFORMANCE PAYMENT BOND”**
 - d. **“CERTIFICATES OF INSURANCE”**.
 2. Applications for Payment:

The Contractor shall make the request for payment on or about the **last** day of each month during construction and upon final completion and acceptance of the Work.

- a. With each request for Payment:
 - 1) Wage Rate and Payroll Certificates
 - 2) Test Reports
 - 3) Product Data.
- b. With final request for Payment:
 - 1) As-Built Drawing for Records (*if any*)
 - 2) Final Affidavits and Waivers of Lien

PART 2 MATERIALS

2.1. PRODUCTS

A. Seal Coating.

1. Bituminous Material shall be Asphalt Emulsion **MC-3000** applied in accordance with current ODOT specification 702.
2. #8 Special Limestone – The #8 special limestone shall be in accordance with Section 703 of the State of Ohio Department of Transportation Construction & Material Specifications. The #8 special limestone shall meet the following gradation:

Sieve Size	Total Percent Passing
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	90 to 100
No. 8 (2.36 mm)	65 to 100
No. 16 (1.18 mm)	40 to 85
No. 30 (600 µm)	20 to 60
No. 50 (300 µm)	7 to 40
No. 100 (150 µm)	0 to 20
No. 200 (75 µm)	0 to 10

3. The supplier shall supply gradation test results with each 500 tons of material that is delivered to assure that the material being supplied meets these specifications and shall be stockpiled and tested in accordance with accepted procedures. The Road Superintendent may test the delivered material. Aggregate not meeting these specifications will be rejected.

PART 3 MEASUREMENTS AND PAYMENT

3.1. METHOD OF MEASUREMENT

- A. All measurement shall be by the ITEM and UNIT specified on the “**UNIT PRICE BID FORM**”.
- B. The measured quantity of material delivered, shall be the quantities shown on the approved truck or plant tickets delivered to the project.
- C. Surface Preparation shall be the actual area of pavement surface prepared, in accordance with the Specifications or directions of the Road Superintendent.

- D. The Contractor, or one of his representatives, shall deliver to the Road Superintendent on a daily basis tickets showing the amount of oil and stone applied each day.

3.2 PAYMENT

- A. Payment for accepted quantities provided by the **Contractor**, complete and in place, shall be made at the UNIT PRICE of the ITEM specified on the “**UNIT PRICE BID FORM**” (*including all costs for labor, material, plant and equipment necessary to complete the Work*) multiplied by the quantity accepted by the Road Superintendent as shown on approved tickets.

PART 4 EXECUTION

4.1 EQUIPMENT

- A. Material shall be delivered in trucks or trailers meeting the standards of the Public Utilities Commission of Ohio (PUCO).
- B. Unless otherwise approved by the **Road Superintendent**, all trucks shall be equipped with suitable attachments (or equipment) for the safe unloading of material at the jobsite.

4.2 PRODUCT HANDLING

- A. All materials shall be delivered to the designated jobsite in trucks capable of transporting the material in a safe manner, without damage. Individual delivery quantities shall be as determined by the **Contractor**.
- B. Unloading of material, at the designated delivery site, shall be the responsibility of the **Contractor**.
- C. Protect products during shipment and on site to maintain the original product characteristics.

4.3 STORAGE CONSIDERATIONS & WORK LIMITS

- A. Storage of Materials (On Site)
 - 1. Store hazardous products, such as asphalt materials, in accordance with applicable standards and laws.
 - 2. All materials shall be stored in a manner immediately accessible for inspection.
- B. The construction limits shall be the public roadway. The Contractor shall not store materials, or equipment, outside of the public right-of-way without written permission of the property owner.
- C. Any area disturbed by the Contractor outside of the work limits shall be regraded and reseeded by the **Contractor** at his own expense.

4.4 DELIVERIES AND ACCEPTANCE

- A. Deliver products in properly identified, original packaging or other containers with unbroken seals and manufacturer’s labels, grade marks or other means of identification.

- B. Check each item for completeness of order, physical condition and conformance to the Contract Documents. **Reject** all products that do not conform to these requirements (*or restoration to original condition, as approved by the Road Superintendent*).

4.5 SURFACE PREPARATION

- A. Clean the existing pavement surface of all dirt and extraneous material that would, in the opinion of the **Township**, prevent bonding and interference with the Seal Coat operation. All Work shall be done in accordance with currently ODOT approved 422.
- B. The surface shall be clean and dry prior to the Seal Coat application.
- C. Excess material, if any, shall be removed from the surface of project site(s) and legally disposed of by the **Contractor**, off the project site.

4.6 EXISTING STRUCTURES

- A. When castings and other structures are encountered, they shall be reset to established grade as required and the cost thereof shall be included in the Seal Coat item.

4.7 PLACEMENT OF SEAL COAT

- A. The **Contractor** shall notify the Road Superintendent or his representative forty-eight (48) hours prior to application of Seal Coat pavement on any road. The **Road Superintendent** shall alert the motoring public of subject construction.
- B. The **Contractor** shall provide access at all times for fire, police and other emergency vehicles.
- C. One lane may be closed using flaggers, as per Standard Drawing MT-97.10 and MT-97.11.

4.8 TRAFFIC CONTROL AND SAFETY

- A. Traffic Control and Signs shall conform to the currently approved “**Ohio Manual of Uniform Traffic Control Devices**”.
- B. Maintain vehicular and pedestrian traffic during Seal Coat operations.
- C. Provide flag persons, barricades, warning signs and warning lights for the movement of traffic and safety, to cause the least interruption of traffic or Work under this Contract.
- D. The **Contractor** shall maintain furnished devices in proper working order.
- E. **Place “FRESH TAR” signs to warn traffic of sealing operations.**
 - 1. The words “**FRESH OIL**” may be substituted for “**FRESH TAR**”.
 - 2. Signs shall be currently “Ohio Manual of Uniform Traffic Control Devices” approved (Standard OW-12).
 - 3. Contractor may, at his option, attach a **35 MPH “Advisory Speed Sign”** (OW-143) below the warning sign.
 - 4. Signs shall be placed not less than 350 feet, nor more than 600 feet, in advance of an area being treated and at intermediate intersections.

4.9 LIMITATIONS

A. Weather Conditions

1. All work shall be done between June 1 and August 31.
2. No bituminous material shall be applied when impending weather conditions are such that proper curing may not be obtained.
3. No bituminous material shall be applied while the surface is wet.
4. No bituminous material shall be applied unless the pavement temperature is 60° F and rising, and the atmospheric temperature is 70° F or above; nor when the temperature has been below 35° F in the preceding 24 hours, unless otherwise approved by the Road Superintendent.

B. Construction Noise

Activities and land use adjacent to this project may be affected by construction noise. In order to minimize any adverse construction noise impacts, any power-operated construction-type device shall not be operated between the hours of 7:00 pm and 7:00 am. In addition, any such device shall not be operated at any time in such a manner that the noise created substantially exceeds the noise customarily and necessarily attendant to the reasonable and efficient performance of such equipment.

C. Construction Limits shall be the public roadway.

D. Cleaning

1. Clean up at all times, keeping the project area free from accumulation of waste materials or rubbish caused by Work operations. At completion of Work, remove all waste materials and rubbish from and about the project areas, as well as all tools, construction equipment, machinery and surplus materials.
2. The **Contractor's failure** to clean up during construction and at the completion of the Work shall result in additional costs to the Contractor, if the **Township** has to clean up. (*The Township may do so as provided in the Standard General Conditions, Owner's right to correct defective Work.*) If a dispute arises between the Contractor and separate Contractors, as to their responsibility for cleaning up, the Township may clean up and the costs thereof may be charged to the Contractor(s) responsible, as determined by the **Township**.

4.10 INSTALLATION

A. Single Seal Coat

1. Bituminous Seal Coat material shall be applied to the surface of the existing pavement using one coat of Asphalt Emulsion MC-3000 applied at the rate of 0.45 gallon per square yard.
2. #8 Special Limestone aggregate shall be applied to the Seal Coat at a rate of 23 pounds per square yard, unless otherwise approved by the Road Superintendent.
3. Cover Aggregate shall be rolled in accordance with current ODOT specification 422.08 and 422.09. A minimum of 3 Type II pneumatic rollers shall be used.

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LISTING OF ROADS TO BE RESURFACED

SCOPE OF WORK

1) Fox Road (Single Chip Seal)

Dimensions: 10,326 ft. long 19 ft. wide 21,799 SYD

MC-3000 (sealing) 0.40 Gal per SY 9,156 Gal.
#8 Limestone (sealing) 23 Lbs per SY 263 Tons

2) Gass Road (Single Chip Seal)

Dimensions: 5,180 ft. long 19 ft. wide 10,936 SYD

MC-3000 (sealing) 0.40 Gal per SY 4,593 Gal.
#8 Limestone (sealing) 23 Lbs per SY 132 Tons

3) Willow Hill Road (Single Chip Seal)

Dimensions: 1,666 ft. long 18 ft. wide 3,332 SYD

MC-3000 (sealing) 0.40 Gal per SY 1,399 Gal.
#8 Limestone (sealing) 23 Lbs per SY 40 Tons

4) Willow Terrace (Single Chip Seal)

Dimensions: 664 ft. long 18 ft. wide 1,328 SYD

MC-3000 (sealing) 0.40 Gal per SY 558 Gal.
#8 Limestone (sealing) 23 Lbs per SY 16 Tons

5) Willow Lane (Single Chip Seal)

Dimensions: 1,607 ft. long 19 ft. wide 3,393 SYD

MC-3000 (sealing) 0.40 Gal per SY 1,425 Gal.
#8 Limestone (sealing) 23 Lbs per SY 41 Tons

6) Sheirer Road (Single Chip Seal)

Dimensions: 1,493 ft. long 18 ft. wide 2,986 SYD

MC-3000 (sealing) 0.40 Gal per SY 1,254 Gal.
#8 Limestone (sealing) 23 Lbs per SY 36 Tons

7) Eckert Road West (Single Chip Seal)

Dimensions: 3,755 ft. long 19 ft. wide 7,927 SYD

MC-3000 (sealing) 0.40 Gal per SY 3,329 Gal.
#8 Limestone (sealing) 23 Lbs per SY 96 Tons

Notes: Bond and Brooming are required and must be included within the Bid.
Final Invoice will be paid on the quantities placed at the unit prices.
All Chip & Seal equipment must be capable of applying up to the **FULL-WIDTH** Applicators of 22 feet and two rubber tire rollers are required
All materials and equipment must meet the latest version of the State of Ohio Construction and Materials Specifications.

