RESOLUTION APPROVING THE CONSTRUCTION CONTRACT BETWEEN RUDZIK EXCAVATING, AND ASHTABULA COUNTY FOR THE CARPENTER RD SANITARY SEWER OVERFLOW ELIMINATION PROJECT, ACDES

WHEREAS, Doug Starkey, Director of the Ashtabula County Department of Environmental Services, has presented a Contract for the approval of the Board, to-wit:

PARTIES: Ashtabula County Department of Environmental Services, 36 W. Walnut St., Jefferson, OH 44047. The Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, OH 44047. Rudzik Excavating, Inc., 401 Lowellville Rd, PO Box 206, Struthers, OH 44471.

SCOPE: The project consists of 2,300 feet of 10" force main, 380 feet of 8" gravity sewer, and improvements to the Elm Drive pump station to alleviate overflows to residential services along Carpenter Road.

COST: Not to Exceed, contracted sum of $476,731.47 and a 10% contingency for alternate unit priced items.

TERM: The term of this agreement shall commence on the Effective Date and continue through 365 days from the Notice to Proceed, unless otherwise terminated earlier.

WHEREAS, this Board of Commissioners concurs with the recommendation of the Director and finds this contract to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract noted above is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2024-359 **July 18, 2024**

RESOLUTION APPROVING THE CONSTRUCTION CONTRACT BETWEEN RUDZIK EXCAVATING AND ASHTABULA COUNTY FOR THE CARPENTER RD SANITARY SEWER OVERFLOW ELIMINATION PROJECT, ACDES

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

Kathryn L. Whittington	**Aye**
J.P. Ducro IV	**Aye**
Casey R. Kozlowski	**Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

REVISED CODE §1311.252
NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT

State of Ohio)
) SS:
County of Ashtabula)

Kathryn L. Whittington, President (the "Affiant"), being first duly sworn, says that:

1. Affiant is the President of the Ashtabula County Board of Commissioners, at 25 West Jefferson Street, Bldg. E, Jefferson, Ohio for a contract executed on July 18, 2024.

2. The Public Authority will be commencing a public improvement identified as follows:
Carpenter Road Sanitary Sewer Overflow Elimination

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

TRADE	CONTRACTOR	SURETY
Excavating	Rudzik Excavating, Inc. 401 Lowellville Road Struthers, Ohio 44471	Western Surety Company 151 N. Franklin Street Chicago, IL 60606

4. For the purpose of service an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority: Kathryn L. Whittington, President, at the Ashtabula County Board of Commissioners, 25 West Jefferson Street, Bldg. E, Jefferson, Ohio 44047.

Kathryn L. Whittington, President

SWORN TO before me and subscribed in my presence this 18th day of July, 2024.

[SEAL]
Notary Public Comm. Exp 7/14/2025

Prepared by:

CT Consultants, Inc.
8150 Sterling Court
Mentor, Ohio 44060

NOTICE OF AWARD

TO: Rudzik Excavating, Inc.
401 Lowellville Road
Struthers, Ohio 44471

PROJECT: CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION

You are notified that your Bid which was opened on 04/04/24 has been accepted for items in the amount of $476,731.47 at the unit bid prices as reflected in the bid tabulation contained herein for the Base Bid only.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

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

The Owner will return to you one (1) fully signed set of the contract documents.

ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins
County Clerk of the Commissioners

Date

RUDZIK EXCAVATING, INC.

Jeffrey Rudzik
President

July 10, 2024
Date

RESOLUTION AWARDING BID TO RUDZIK EXCAVATING, INC FOR THE CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION PROJECT, ACDES

WHEREAS, a request and recommendation has been received for the approval of the Board of Commissioners to award the Carpenter Road Sanitary Sewer Overflow Elimination Project to Rudzik Excavating, Inc.; and

WHEREAS, On February 27, 2024, by Resolution No 2024-122, bids were ordered, and on March 14, 2024 bids were received for the Carpenter Road sanitary sewer overflow elimination project, as follows:

BIDDER	TOTAL BID
Rudzik Excavating, Inc.	$476,731.47
J. Severino Construction, Inc.	$485,604.35
Klinginsmith Construction Co.	$498,650.50
Chivers Construction Co., Inc.	$510,014.00
Pollard Land Services, Inc.	$566,910.00
Union Industrial Contractors, Inc.	$587,920.00
S. E. T Inc.	$629,446.00
Opinion of Probable Cost: $	$609,000.00

WHEREAS, Douglas Starkey, Director of the Ashtabula County Department of Environmental Services, along with CT Consultants and staff, reviewed the bids and has recommended the bid be awarded to Rudzik Excavating, Inc. for the total bid of $476,731.47, as the lowest and best bid received; and

WHEREAS, this Board would concur with that recommendation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the bid for the Carpenter Road sanitary sewer overflow elimination project is hereby awarded to Rudzik Excavating, Inc., as outlined above.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2024-258 **May 23, 2024**

RESOLUTION AWARDING BID TO RUDZIK EXCAVATING, INC FOR THE CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION PROJECT, ACDES

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

Kathryn L. Whittington	**Absent**
J.P. Ducro IV	**Aye**
Casey R. Kozlowski	**Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT

This AGREEMENT, made this _____ day of _____, 2024 (the "Effective Date") between Rudzik Excavating, Inc. (the "Contractor"), with offices at 401 Lowellville Road, P.O. Box 206, Struther, OH 44471, and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "County") for the Carpenter Road Sanitary Sewer Overflow Elimination Project in Ashtabula County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

ARTICLE I
THE WORK

The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described in the Contract Documents for the Project as set forth in Exhibit A. In the event of inconsistencies within or between the [Contract/Bid] Documents, the Contractor shall provide the better quality or greater quantity of Work and shall comply with the more-strict requirement.

ARTICLE II
TERM

The term of this Agreement shall commence on the Effective Date and continue through July 19, 2024 (the "Completion Date"), unless otherwise terminated earlier as provided below (the "Term").

ARTICLE III
COMPENSATION AND PAYMENT

3.1 The Contractor's total compensation for the Work shall be $476,731.47 (the "Contract Price").

3.2 Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

3.3 The Contractor shall submit monthly to the County an itemized Application for Payment for Work performed on a form satisfactory to the County.

3.4 The Application for Payment shall be supported by documentation substantiating the Contractor's right to payment. The Contractor shall supply such additional documentation as the designated representative of the county ("County's Representative") may request in connection with each payment to the Contractor.

Certified payroll reports for the period of time indicated shall be attached to one copy of every Application for Payment.

The Contractor shall list on the Application for Payment any approved Change Orders processed and performed during the time covered by the Application for Payment.

Payment of an approved Application for Payment shall be made within 45 days from the date of approval by the County's Representative. The County reserves the right to require proof of the renewal of required insurance as a condition precedent to payment.

The amount of Liquidated Damages to which the County is apparently entitled under the Contract Documents may be deducted from any Application for Payment by the County's Representative.

3.5 The County reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary in the County's Representative's opinion to protect the County from loss because of:

(a) Defective or nonconforming Work ("Defective Work") not remedied;

(b) Damage caused by the Contractor;

(c) Failure to comply with the requirements of Chapter 4115, ORC;

(d) Liquidated damages in the amount set forth in the Contract Documents ("Liquidated Damages").

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

3.6 The Contractor, as a condition precedent to execution of the certificate of Contract Completion and to final payment, shall provide all documents required for approval by the County's Representative.

Payment of the final Application for Payment shall be made within 45 days from the date of approval by the County's Representative.

3.7 The making of final payment by the County shall constitute a waiver of all claims by the County except those arising after Contract Completion and the following:

(a) Defective Work;

(b) Outstanding liens;

(c) Failure of the Contractor to comply with any Warranties or Guarantees required by the Contract Documents.

The acceptance of final payment by the Contractor shall constitute a waiver of all claims against the County except those that the Contractor has previously made in writing in accordance with Article IX and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

ARTICLE IV
SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to complete the Work within the time limit specified herein.

In the event that the Work is not completed within the time limit aforesaid, the Contractor shall reimburse the County an amount equal to the County's costs for and expenses of Project inspections, supervision and similar engineering services provided by or for the County after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

In addition, in the event that the Work is not substantially completed within the time limit aforesaid, with said incompletion prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Contractor shall forfeit Liquidated Damages.

Such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

The Board of County Commissioners may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the County of any other rights

provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

ARTICLE V
CHANGES

The County, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article IV. To the extent the time for the Completion Date or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

[The Contractor shall proportionately increase the amount of the Bond whenever the Contract Price is increased.

If notice of any change affecting the Contract is required by the provision of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.]

The Contractor shall not proceed with any change in the Work without the required written authorization. If the Contractor believes that any item is not Work required by the Contract Documents, the Contractor shall obtain a Change Order before proceeding with such item. Except as provided in Article IX, failure to obtain such a Change Order shall constitute a waiver by the Contractor of any Claim for additional compensation for such item.

ARTICLE VI
WARRANTIES

In addition to any other warranties, guarantees, or obligations set forth in the Contract/Bid Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- The County will have good title to the Work and all materials and equipment incorporated into the work will be new;

- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;

- The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;

• The Work and all materials and equipment incorporated into the Work will be merchantable; and,

• The Work and all materials and equipment incorporated into the Work will conform in all respects to the Plans and Specifications.

Upon notice of the breach of any of the warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the County and, except when an extension of time is granted in writing by the County, correct such breach and damage to the satisfaction of the County within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the County, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the County shall pay the County, within ten (10) days after the date of such notice, all of the County's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the County's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the County any amounts due under this Section, the Contractor shall pay the County, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

7.1 The Contractor shall maintain insurance as set forth in the Contract Documents.

7.2 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the County and the County's consultants, agents, and employees from and against all claims, damages, losses, and expenses—whether proven or not—including but not limited to attorneys' and consultants' fees—whether made by County or a third-party—arising out of or related to the Contractor's performance of the Work including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property including the Work itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. The County may set off amounts equal to any sums for which it is

entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents.

7.3 The County's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the County without a new Auditor's certificate.

ARTICLE VIII
SUSPENSION AND TERMINATION

8.1. The County may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the County may determine.

An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 2% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

8.2 The County may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the County's convenience.

Upon receipt of a written notice from the County terminating this Agreement without cause and for the County's convenience, the Contractor shall (i) immediately cease performing the Work, unless otherwise directed by the County, in which case the Contractor shall take the action directed by the County, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the County, terminate all agreements with Subcontractors and suppliers.

If this Agreement is terminated without cause and for the County's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the County will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 2% on the Work performed up to the date of termination.

If this Agreement is terminated without cause for the County's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of

default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

8.3 If the County determines that the Contractor has failed to prosecute the Work with the necessary force or in a timely manner, or has refused to remedy any Defective Work, the County's Representative shall notify the Contractor and the Contractor's Surety of such failure or refusal. The Contractor shall begin to cure such failure or refusal within 5 days of receipt of the notice.

If the Contractor fails to cure such failure or refusal within 20 days of receipt of the notice, the County may terminate the Contract and employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, and may remove Defective Work.

If the Contractor is so terminated, the Contractor's Surety shall have the option to perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date on which the Contract was terminated, the County may complete the Work by such means as the County's Representative deems appropriate. The County may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the County has paid.

If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the County completes the Work and if the cost of completing the Work exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the County, or the County as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.

If the Contractor's Surety performs the Work, the provisions of the Contract Documents shall govern such Surety's performance, with the Surety being substituted for the Contractor in all such provisions including, without limitation, provisions for payment for the Work and provisions about the right of the County to complete the Work.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 8.2.

ARTICLE IX
DISPUTE RESOLUTION

9.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Contractor and County within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Contractor and County shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives

are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

9.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

9.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

ARTICLE X
MISCELLANEOUS

10.1 No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the County shall require the signature of the County's Representative acting under the authority of a specific resolution of the County. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

10.2 The Contractor may not assign this Agreement without the written consent of the County, which the County may withhold in its sole discretion.

10.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.

10.4 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

10.5 Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the County shall not commence until the discovery of such defective or non-conforming Work by the County.

10.6 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address/FAX number set forth at the beginning of this Agreement with a copy sent to Ashtabula County Prosecutor's Office, 25 West Jefferson St., Jefferson, OH 44047 and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

10.7 The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

10.8 If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

10.9 The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to, Ohio's Prevailing Wage law if applicable.

10.10 The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The County assumes no responsibility for the development, review, or implementation of the any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

10.11 Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, 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. Contractor further agrees that neither it, its subcontractors, or any person on the 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, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the County under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the County and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

10.12 This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

[SIGNATURES ON NEXT PAGE]

Signature Page

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

Rudzik Excavating, Inc.:

By: _____ Date: July 10, 2024

Its: Jeffrey Rudzik, President

Ashtabula County Board of County Commissioners:

By: _____ Date: 7/18/2024

Its: Kathryn L. Whittington, President

Approved as to Legal Form:

_____ Date: 7/18/24

Its. Colleen M. O'Toole, Ashtabula County Prosecutor

EXHIBIT A
CONTRACT DOCUMENTS

The Contract Documents shall consist of the following:

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions as revised by the Ashtabula County Prosecutor's Office
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings

STATE OF OHIO
WATER POLLUTION CONTROL LOAN FUND (WPCLF/SRF))
CONTRACT CHANGE ORDER

RECIPIENT: Ashtabula County
CHANGE ORDER NO.: 1
WSRLA LOAN NO.: N/A
CONTRACT: Gen Constr
OWDA LOAN NO.: 10856
DATE: 7/3/2024

DESCRIPTION OF CHANGE: *Carpenter Road Sanitary Sewer Overflow Elimination*
CT Project No. 231140

QTY.	UNIT	UNIT PRICE	ITEM TOTAL

"Non-compensatory change to contract documents:

Replace Contract pages CF.2 & CF.3 with the attached Agreement, pages 1 to 12.

Replace Supplementary Conditions SC.1 to Sc.8 with the attached SC.1 to SC.6."

TOTAL **$0.00**

The time provided for completion in the contract for the above items is (increased/decreased) by 0 calendar days.
Completion Date through this Change Order: 19-Jul-2024

RECOMMENDED BY: Patrick A. Blake, P.E. — CT Consultants — DATE: 6/12/2024

APPROVED BY: Kathryn L. Whittington, Pres. — Ashtabula County — DATE:

ACCEPTED BY: Jeffrey Rudzik, President — Rudzik Excavating, Inc. — DATE: 7/16/2024

	AWARDED CONTRACT AMOUNT
Original Amount	$2,075,771.83
Previous Changes (+/-)	$0.00
This Change (+/-)	$0.00
Adjusted Amount	$2,075,771.83

OWDA APPROVAL

The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Ohio EPA Acceptance — Date

Chief Engineer — Date

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

Article 10 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 10 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 12 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 12 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 14 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 14 of the General Conditions shall be replaced with references to Article III of the Agreement.

Article 15 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 15 of the General Conditions shall be replaced with references to Article VIII of the Agreement.

Article 16 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 16 of the General Conditions shall be replaced with references to Article IX of the Agreement.

Additionally, the following specific provisions of the General Conditions are amended as set forth below:

SC-2.02	Delete paragraph 2.02(A) in its entirety and insert the following in its place: Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.
SC-2.03(A)	In the last sentence of 2.03A, change "sixtieth day" to "ninetieth day."
SC-4.02(A)	Change "Supplementary Conditions" to read "Specific Project Requirements."
SC-4.06(G)	Delete paragraph 4.06(G) in its entirety.
SC-5.03(A)(1)	The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to

procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(a)	State	Statutory
(b)	Applicable Federal (e.g., Longshoreman's):	Statutory
(c)	Employer's Liability:	$1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

(a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Each Occurrence	$2,000,000
General Aggregate	$4,000,000

(b) Products and Completed Operations Aggregate $1,000,000

Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Personal and Advertising Injury (Per Person/Organization and per occurrence). $1,000,000

(d) Fire Damage $100,000

(e) If the General Liability Policy includes a General Aggregate, such

policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)
Contractor may provide split limits or combined single limit.

(a) Split Limits:

Bodily Injury,	Each Person:	$2,000,000
	Each Occurrence	$2,000,000
Property Damage,	Each Occurrence	$1,000,000

or

(b) Combined Single Limit

Bodily Injury and Property Damage,		
	Each Occurrence	$2,000,000

SC-5.04(B)(3) Add the following to the end of the paragraph: "to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;"

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with an immediate Effective Date and the Owner listed as the insured (No additional insureds) for the following limits:

Each Occurrence	$1,000,000
General Aggregate	$2,000,000

Add the following section:

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the

Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner's Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

Add the following section:

SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.07(B) Delete paragraph 6.07(B) in its entirety.

SC-6.09 (D) Add the following:
D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.

2. Establishing and administrating the site safety program and procedures for the project.

3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations.

5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.

7. Coordinate Owner interface for utility tie-ins/shut downs.

8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

S.C.-9.08 Delete Section 908 in its entirety.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-17.01 Delete Section 17.01 in its entirety.

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection

in the amount not to exceed Four Hundred Seventy-Six Thousand Seven Hundred Thirty-One and 47/100 ($476,731.47) and free from any previous encumbrances.

Agreement Title: **Construction Contract:**
CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION
By and Between the Ashtabula County Board of Commissioners, by and through the Department of Environmental Services, and Rudzik Excavating, Inc. for the purposes of providing construction services pertinent to the Carpenter Road Sanitary Sewer Overflow Elimination project in the Ashtabula County General Sewer District.

SIGNED

_____
David Thomas
Ashtabula County Auditor

_____
Date

THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS WITHIN 10 DAYS OF NOTIFICATION OF AWARD:

A) **CERTIFICATE OF INSURANCE FOR CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY**

B) **CERTIFICATE OF INSURANCE FOR OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**

C) **CERTIFICATE OF WORKER'S COMPENSATION**

D) **CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LITMAN INSURANCE AGENCY INC PO Box 50 Brookfield, OH 44403 License #:	CONTACT NAME: PHONE (A/C, No, Ext): (330)448-2300 FAX (A/C, No): (330)448-2336 E-MAIL ADDRESS: litmaninsurance@yahoo.com
INSURED RUDZIK EXCAVATING, INC. JEFF RUDZIK PO Box 206 Struthers, OH 44471 OH 44471	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Erie Insurance Exchange INSURER B: Erie Insurance Company 26263 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X INCLUDES XCU X EMPLOYERS LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		Q610293850	7/17/2023	7/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000.00 $ 1,000,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00 $
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			Q076730109	7/17/2023	7/17/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000.00 $ $ $ $
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			Q311770113	7/17/2023	7/17/2024	EACH OCCURRENCE AGGREGATE $	$ 9,000,000.00 $ 9,000,000.00 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q901700558 (PA)	6/17/2024	6/17/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00
	POLLUTION POLICY# G74463423 002 3/24/24-3/24/25			Q610293850	7/17/2023	7/17/2024	$5,000,000	$10,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER AND CT CONSULTANTS INC. 8150 STERLING CT. MENTOR OH 44060 ARE LISTED AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY FOR JOB: CARPENTER RD. SANITARY SEWER OVERFLOW ELIMINATION
CONTRACT AMOUNT $476,731.47

CERTIFICATE HOLDER

ASHTABULA COUNTY BOARD OF COMMISSIONERS
25 W JEFFERSON ST
JEFFERSON, OH 44047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/5/2024

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LITMAN INSURANCE AGENCY INC PO Box 50 Brookfield, OH 44403 License #:	CONTACT NAME: PHONE (A/C, No, Ext): (330)448-2300 FAX (A/C, No): (330)448-2336 E-MAIL ADDRESS: litmaninsurance@yahoo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ERIE INSURANCE COMPANY	26263
INSURED ASHTABULA COUNTY BOARD OF COMMISSIONERS 25 W JEFFERSON ST JEFFERSON OH 44047	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[X] OWNERS/CONTRACTORS						MED EXP (Any one person)	$
	[ ] PROTECTIVE LIABILITY			NEW ISSUE	7/5/2024	7/5/2025	PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACTOR: RUDZIK EXCAVATING INC.

PROJECT: CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION
CONTRACT AMOUNT $476,731.47

CERTIFICATE HOLDER

CT CONSULTANTS INC.
8150 STERLING COURT
MENTOR, OH 44060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01229670

RUDZIK EXCAVATING INC
PO BOX 206
STRUTHERS OH 44471-0206

Period Specified Below
07/01/2024 to 07/01/2025

www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

OhioBWC - Employer - Service: (State construction contractor look-up) - Results

Policy number: 1229670-0
Company name: RUDZIK EXCAVATING INC
Construction contractor status: APPROVED
Construction contractor status date: 2/28/2012

search again

Note: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an APPROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) which makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to review this database for the most current information, you may print this as verification of your current status.

DELINQUENT PERSONAL PROPERTY STATEMENT

Rudzik Excavating, Inc., having been awarded a contract by the Ashtabula County Board of Commissioners, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not** charged with delinquent personal property taxes on the General Tax List of Personal Property for Ashtabula County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Ashtabula County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between Ashtabula County Board of Commissioners, Ohio, and Rudzik Excavating, Inc., and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	$ —
Penalties	$ —
Interest	$ —

RUDZIK EXCAVATING, INC.

Jeffrey Rudzik, President

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF MAHONING

Jeffrey Rudzik being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Rudzik Excavating, Inc. ("the Contracting Party").

2. The Contracting Party is a/an (select one):

   ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust

   ☑ Corporation organized and existing under the laws of the State of Ohio

   ☐ Labor organization

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.

4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: _____
Jeffrey Rudzik

Title: President

SWORN TO BEFORE ME and subscribed in my presence this 10TH day of July, 2024.

_____
Heidi Smith
Notary Public

NOTARIAL SEAL STATE OF OHIO

Heidi Smith
Notary Public, State of Ohio
My Commission Expires:
May 24, 2027

My commission expires: May 24, 2027

AGREEMENT FOR ESCROW ACCOUNT

(1) This agreement is entered into between ASHTABULA COUNTY COMMISSIONERS, and RUDZIK EXCAVATING, INC., contractor for the CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION.

Funds due for the payment in the amount of $19,069.26, which is 8% of 50% of the total work to be completed under the contract, shall be deposited in a savings account in Andover Bank, 150 North Chestnut Street, P.O. Box 405, Jefferson, Ohio 44047, who shall be the Escrow Agent. The account shall be in the name of Ashtabula County Commissioners and Rudzik Excavating, Inc., Contractor. Said funds are to be deposited upon a receipt of an approved application for payment showing the amount due for payment and the amount to be retained.

The savings account shall earn interest at the current passbook rate. There are no escrow fees to be charged.

The Escrow Agent shall hold the escrowed principal and interest until the receipt of notice from the state or county and contractor that the project is substantially completed and occupied, or in use, or has been accepted; or until receipt of an arbitration order or an order of the court of claims specifying the amount of the escrow to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly release the retained principal and interest and pay it to the contractor. A notice releasing said retained principal and interest will be issued to the Escrow Agent by the County and the Contractor.

ASHTABULA COUNTY COMMISSIONERS

NOT APPLICABLE – Contractor Signed Escrow Waiver

_____ _____

Kathryn L. Whittington, President Witness

_____

J.P. Ducro IV, Vice President

_____

Casey R. Kozlowski

RUDZIK EXCAVATING, INC.

NOT APPLICABLE – Contractor Signed Escrow Waiver

_____ _____

Jeffrey Rudzik, President Witness

_____

Date

ESCROW WAIVER

In accordance with a certain Contract between the Ashtabula County Board of Commissioners, Ohio, (hereinafter referred to as "the Owner") and Rudzik Excavating, Inc., (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

RUDZIK EXCAVATING, INC.

Jeffrey Rudzik, President

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

Witness

J.P. Ducro IV, Vice President

Casey R. Kozlowski

NOTICE TO PROCEED

Project: Carpenter Road Sanitary Sewer Overflow Elimination

Owner: Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

To: Rudzik Excavating, Inc.
401 Lowellville Road
Struthers, Ohio 44471

Date: _____

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by July 19, 2024: To be extended by the number of days that the contract is executed past the original 60-day Award & Execution Period date of June 3, 2024.

ASHTABULA COUNTY BOARD OF COMMISSIONERS

_____
Kathryn L. Whittington, President

ASHTABULA COUNTY

Dept. of Environmental Services

Ashtabula County Sanitary Engineer

Ashtabula County Water System

2024 Sanitary Sewer and Water Builders License

License is hereby granted to: 2024-30

License Number

RUDZIK EXCAVATING INC

PO BOX 206 STRUTHERS, OH. 44471-0206

To perform the work of sanitary sewer and waterline installation in the Ashtabula County Regional Sewer and Water District, in accordance with and subject to the provisions and restrictions of the Rules and Regulations governing such work, adopted and published by the Board of Ashtabula County Commissioners.

Issued this on May 17th 2024

This license expires on the 31ᵗday of December, 2024

BOARD OF ASHTABULA COUNTY COMMISSIONERS
Jefferson, Ohio

Douglas G. Starkey
Ashtabula County Dept. of Environmental Services

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(http://ffr.ohioauditor.gov/)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(https://www.sos.state.oh.us/records/debarred-contractors/)

~~**B2) CHECK FEDERAL SAM (System for Award Management) for FEDERAL FUNDING (including sub-contractors), (if applicable)**~~
~~**(https://www.sam.gov/SAM/)**~~

C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION CONTRACT AWARD – ORC 9.32 (if applicable)

D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT OF CONTRACT EXECUTION – ORC 153.64 (if applicable)

REV. 01/21

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **rudzik, jeffrey**
Organization: **rudzik excavating**
Date: **4/8/2024 2:07:28 PM**

This search produced the following list of **7** possible matches:

Name/Organization	Address
Berry, Jeffrey	
Coyan, Jeffrey	17 Columbia St.
Shuran, Jeffrey	3083 Pondsford Drive
Smith, Jeffrey	125 Waterford Boulevard
Coyan, Jeff	17 Columbia St.
Rudder, Donna	88 Croft Lane
Rudder, Donna	88 Croft Lane

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Date Filed In Office	Debarment Period	Contractors, Subcontractors, & Officers	Address	Regarding Project	Case Number
1/12/2017	7/12/16-7/12/18	GM Mechanical, Inc.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	CM Mechanical Services, Ltd.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	Gerald E. Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631
1/12/2017	7/12/16-7/12/18	Cleide F. Miller a/k/a Clayge Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631

Ohio | Department of Administrative Services

Procurement Services

State of Ohio Debarment List

tate agencies given the authority to debar suppliers by the Ohio Revised Code (R.C.) are the Ohio Facilities onstruction Commission (OFCC), the Ohio Department of Transportation (ODOT), the Department of dministrative Services (DAS), and the Ohio Secretary of State. Respectively, debarment authority is given to iese agencies by R.C. 153.02, 5513.06, 125.25. The reasons for debarment are also prescribed by these :atutes.

, debarred supplier cannot participate (i.e., do any work in any capacity) in any State agency contracts until th ebarment period expires. Neither the Ohio Revised Code nor the Ohio Administrative Code (OAC) establish rescribed debarment periods. Instead, these are determined on a case-by-case basis.

Vhen conducting procurements, State agencies are required to use the Statewide Debarment List. For agencie sing OhioBuys, suppliers' profiles can be referenced to determine their debarment status, plus systematic ontrols are in place preventing debarred vendors from doing business with State agencies. Additionally, gencies must use the Ohio Secretary of State's Debarred Contractors List and the United States General ervices Administration's System for Award Management (SAM) list of federally debarred suppliers. State gencies are prohibited from awarding contracts, funded in whole or in part with state and/or federal funds, to ny person or company on any of these lists.

Rudzik Excavating, Inc.

Show 50 entrie

Vendor	Vendor ID	Address
No matching records found		

howing 0 to 0 of 0 entries (filtered from 33 total entries)

Previous Next

July 3, 2024

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

Re: ***Carpenter Road Sanitary Sewer Overflow Elimination***
Ashtabula County Board of Commissioners
Rudzik Excavating, Inc.

To Whom It May Concern:

In compliance with Ohio Revised Code Section 9.32, we are hereby notifying you on behalf of the Ashtabula County Board of Commissioners that the Ashtabula County Board of Commissioners awarded a contract for the above referenced project to Rudzik Excavating, Inc., currently named as principal on a Bond given as surety to the Ashtabula County Board of Commissioners.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

Patrick A. Blake, P.E.
Project Engineer

PAB:mep

cc: Laura M. Batchelder, Kernan Insurance Agency, Inc.

H:\2023\231140\SPEC\Contract Forms\Contract Letters.Docx

Michael Pittenger

From: Michael Pittenger
Sent: Wednesday, July 3, 2024 1:09 PM
To: 'jmzassick@firstenergycorp.com'; 'Relocation@dominionenergy.com'; 'bog11 @windstream.net'; 'tlk.cdoil@gmail.com'; 'barrmbarr1@hotmail.com'; 'Vinson, Brian H'; 'Sprague, Jason W'; 'DL-Great-Lakes-NEO-Akron-Construction-Long-Team'; 'jmpotter@aquaamerica.com'; 'claussr@yahoo.com'; Geneva - David Gilbert (waterworks@genevaohio.com)
Subject: RE: Construction Project Commencement - 231140 - Ashtabula Co - Carpenter Road Sanitary Sewer Overflow Elimination
Attachments: Utility email.pdf; 011100 - SUMMARY OF WORK.pdf; Bidders List Report.pdf

Please see the revised Utility email. Project is in Ashtabula County, not Wickliffe.

Thank You,

Michael E. Pittenger
Contract Document Coordinator
C: 440-487-6148 | O: 440-530-2205
8150 Sterling Court, Mentor, OH 44060

CT consultants
engineers • architects • planners
A Verdantas Company

From: Michael Pittenger
Sent: Wednesday, July 3, 2024 9:18 AM
To: jmzassick@firstenergycorp.com; Relocation@dominionenergy.com; bog11@windstream.net; tlk.cdoil@gmail.com; barrmbarr1@hotmail.com; Vinson, Brian H <brian.vinson@windstream.com>; Sprague, Jason W <Jason.Sprague@charter.com>; DL-Great-Lakes-NEO-Akron-Construction-Long-Team <DL-Great-Lakes-NEO-Akron-Construction-Long-Team@charter.com>; jmpotter@aquaamerica.com; claussr@yahoo.com; Geneva - David Gilbert (waterworks@genevaohio.com) <waterworks@genevaohio.com>
Subject: Construction Project Commencement - 231140 - Ashtabula Co - Carpenter Road Sanitary Sewer Overflow Elimination

Please see attached Notice of Construction Project Commencement.

Plans & Specs can be reviewed on our website at https://bids.ctconsultants.com - Opened & Awarded tab

Thank You,

Michael E. Pittenger
Contract Document Coordinator
C: 440-487-6148 | **O:** 440-530-2205
8150 Sterling Court, Mentor, OH 44060

CT consultants
engineers • architects • planners
A Verdantas Company

June 5, 2024

Heidi Smith,
Controller
Rudzik Excavating, Inc.
401 Lowellville Road
Struthers, OH 44471

SUBJECT: Certificate of Compliance Certification
Status: Conditional
Effective Dates: June 5, 2024 - December 5, 2024

Dear Heidi Smith:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues Rudzik Excavating, Inc. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for Rudzik Excavating, Inc. to maintain certification status, Rudzik Excavating, Inc. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which Rudzik Excavating, Inc. has agreed.

Sincerely,

Monica L. Womack
Chief

Frank LaRose
Ohio Secretary of State

Mon Apr 08 2024

Entity#:	1032931
Filing Type:	CORPORATION FOR PROFIT
Original Filing Date:	09/02/1998
Location:	STRUTHERS-
Business Name:	RUDZIK EXCAVATING, INC.
Status:	Active
Exp. Date:	-

Agent/Registrant Information

JEFFREY A. RUDZIK
3800 EAST MIDLOTHIAN BLVD.
STRUTHERS OH 44471
07/22/2003
Active

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/FOR PROFIT	09/02/1998	199825200672
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	07/22/2003	200320302244

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 8th of April, A.D. 2024

Ohio Secretary of State

DOC ID ----> 199825200672

	DATE	DOCUMENT NO	DESCRIPTION		FILING	EXPED	PENALTY	CERT	COPY
1.	9/24/1998	199825200672	ARF DOMESTIC ARTICLES/FOR PROFIT		85.00	0.00	0.00	0.00	0.00
				TOTAL	85.00	0.00	0.00	0.00	0.00

Return To:
RUDZIK EXCAVATING
ATTN P.A.R.A. SERVICES INC.
6960 MARKET ST STE 114
BOARDMAN, OH 44512-0000

----------cut along the dotted line----------

The State of Ohio
Certificate

Secretary of State - Bob Taft

1032931

It is hereby certified that the Secretary of State of Ohio has custody of the business records for RUDZIK EXCAVATING, INC. and that said business records show the filing and recording of:

Document(s)	*Document No(s).*
DOMESTIC ARTICLES/FOR PROFIT	*199825200672*

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, This 2nd day of September, A.D. 1998

Bob Taft
Secretary of State

DOC ID ---- 200320302244

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/23/2003	200320302244	DOMESTIC AGENT SUBSEQUENT APPOINTMENT (AGS)	25.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

STUART A. STRASFELD
100 FEDERAL PLAZA EAST
YOUNGSTOWN, OH 44503-1893

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1032931

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

RUDZIK EXCAVATING, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	**200320302244**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 22nd day of July, A.D. 2003.

J. Kenneth Blackwell

Ohio Secretary of State

Reply Reply All Forward

Tue 7/16/2024 12:02 PM

DG Douglas G. Starkey

Fwd: 231140 - Ashtabula Co - Carpenter Road Sanitary Sewer Overflow Elimination

To Angela L. Gruber

Contract Forms - signed by Rudzik.pdf
4 MB

From: Michael Pittenger <MPittenger@ctconsultants.com>
Sent: Tuesday, July 16, 2024 11:54:39 AM
To: Douglas G. Starkey <DGStarkey@ashtabulacounty.us>
Cc: Angela L. Gruber <ALGruber@ashtabulacounty.us>; Patrick Blake <PBlake@ctconsultants.com>; Shawn Aiken <SAiken@ctconsultants.com>
Subject: 231140 - Ashtabula Co - Carpenter Road Sanitary Sewer Overflow Elimination

Doug,

Attached please find copies of the contract documents for Rudzik for County review and signatures (Notice of Commencement w/ Notary, CF.1 Notice of Award, Agreement pages 1 & 11, Change Order No. 1, CF.4 Fiscal Officer , CF.10 Escrow Waiver and CF.11 Notice to Proceed).

Please **print in color and obtain blue ink signatures**, *do not date* the Notice to Proceed, and **email a color copy** back to me.

We will assemble the contract forms into the project manuals and distribute to all parties (the Notice to Proceed will be issued once the signed docs are received. Distribution of Executed Contract Books will follow shortly thereafter.).

The Certificates of Insurance have been included for your use and for review by your insurance professional at your discretion.

Should you have any questions or require additional information, please feel free to contact our office.

Thank You,

Michael E. Pittenger
Contract Document Coordinator
C: 440-487-6148 | O: 440-530-2205
8150 Sterling Court, Mentor, OH 44060

CT consultants
engineers · architects · planners
A Verdantas Company

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

6001; not to exceed $476,731.47.

Agreement Title: RESOLUTION APPROVING THE CONSTRUCTION CONTRACT BETWEEN RUDZIK EXCAVATING AND ASHTABULA COUNTY FOR THE CARPENTER RD SANITARY SEWER OVERFLOW ELIMINATION PROJECT, ACDES

David Thomas, Ashtabula County Auditor

Date: July 18, 2024

NOTICE OF AWARD

TO: Rudzik Excavating, Inc.
401 Lowellville Road
Struthers, Ohio 44471

PROJECT: CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION

You are notified that your Bid which was opened on 04/04/24 has been accepted for items in the amount of $476,731.47 at the unit bid prices as reflected in the bid tabulation contained herein for the Base Bid only.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

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

The Owner will return to you one (1) fully signed set of the contract documents.

ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins
County Clerk of the Commissioners

6/18/2024
Date

RUDZIK EXCAVATING, INC.

Jeffrey Rudzik
President

July 10, 2024
Date

STATE OF OHIO
WATER POLLUTION CONTROL LOAN FUND (WPCLF/SRF))
CONTRACT CHANGE ORDER

RECIPIENT: Ashtabula County
CHANGE ORDER NO.: 1
WSRLA LOAN NO.: N/A
CONTRACT: Gen Constr.
OWDA LOAN NO.: 10856
DATE: 7/3/2024

DESCRIPTION OF CHANGE: *Carpenter Road Sanitary Sewer Overflow Elimination*
CT Project No. 231140

QTY.	UNIT	UNIT PRICE	ITEM TOTAL

"Non-compensatory change to contract documents:

Replace Contract pages CF.2 & CF.3 with the attached Agreement, pages 1 to 12.

Replace Supplementary Conditions SC.1 to Sc.8 with the attached SC.1 to SC.6."

TOTAL **$0.00**

The time provided for completion in the contract for the above items is (increased/decreased) by 0 calendar days.
Completion Date through this Change Order: 19-Jul-2024

RECOMMENDED BY: Patrick A. Blake, P.E. — CT Consultants — DATE: 6/12/2024

APPROVED BY: Kathryn L. Whittington, Pres. — Ashtabula County — DATE: 7-30-24

ACCEPTED BY: Jeffrey Rudzik, President — Rudzik Excavating, Inc. — DATE: 7/16/2024

	AWARDED CONTRACT AMOUNT
Original Amount	$2,075,771.83
Previous Changes (+/-)	$0.00
This Change (+/-)	$0.00
Adjusted Amount	$2,075,771.83

OWDA APPROVAL

The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Ohio EPA Acceptance — Date

Chief Engineer — Date

ESCROW WAIVER

In accordance with a certain Contract between the Ashtabula County Board of Commissioners, Ohio, (hereinafter referred to as "the Owner") and Rudzik Excavating, Inc., (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

RUDZIK EXCAVATING, INC.

Jeffrey Rudzik, President

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

Witness

J.P. Ducro IV, Vice President

Casey R. Kozlowski

NOTICE TO PROCEED

Project: Carpenter Road Sanitary Sewer Overflow Elimination

Owner: Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

To: Rudzik Excavating, Inc.
401 Lowellville Road
Struthers, Ohio 44471

Date: 7-18-24

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by July 19, 2024: To be extended by the number of days that the contract is executed past the original 60-day Award & Execution Period date of June 3, 2024.

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

REV. 01/22

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection

In the amount not to exceed Four Hundred Seventy-Six Thousand Seven Hundred Thirty-One and 47/100 ($476,731.47) and free from any previous encumbrances.

Agreement Title: **Construction Contract:**
CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION
By and Between the Ashtabula County Board of Commissioners, by and through the Department of Environmental Services, and Rudzik Excavating, Inc. for the purposes of providing construction services pertinent to the Carpenter Road Sanitary Sewer Overflow Elimination project in the Ashtabula County General Sewer District.

SIGNED

David Thomas
Ashtabula County Auditor

7/19/24
Date

BID SET

Carpenter Road Sanitary Sewer Overflow Elimination

Ashtabula County Board of Commissioners

OPWC Funded Project No. CG18AA/CG19AA

February 2024

231140

consultants
engineers • architects • planners

8150 Sterling Ct. | Mentor | OH | 44060 |
440.951.9000 | www.ctconsultants.com

COUNTY OF ASHTABULA OFFICIALS

COMMISSIONERS

Kathryn L. Whittington, President

J.P. Ducro IV, Vice President

Casey R. Kozlowski

ADMINISTRATION

Janet Discher, County Administrator

David J. Thomas, County Auditor

Angie Maki-Cliff, MBA, County Treasurer

Colleen M. O'Toole, Esq., Prosecuting Attorney

Doug Starkey, Director, ACDES

Timothy T. Martin, P.E., County Engineer

Lisa Hawkins, Clerk of Commissioners

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Ashtabula County Board of Commissioners, 25 W. Jefferson Street, Jefferson, Ohio 44047 until 2:00 p.m. on March 14, 2024 and will be opened and read immediately thereafter for the

CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION

OPWC FUNDED PROJECT NO. CG18AA/CG19AA

OPINION OF PROBABLE CONSTRUCTION COST: $ 609,000.00

COMPLETION DATE: JULY 19, 2024

The bid specifications, drawings, plan holders list, addenda, and other bid information (**but not the bid forms**) may be viewed and/or downloaded for free via the internet at https://bids.ctconsultants.com . The bidder shall be responsible to check for Addenda and obtain same from the web site.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred Twenty Five Dollars ($125.00). Documents may be ordered by registering and paying online at https://bids.ctconsultants.com. Please contact planroom@ctconsultants.com or call (440) 530-2395 if you encounter any problems viewing, registering or paying for the documents.

All questions during bidding should be addressed to Patrick A. Blake, P.E., who can be reached at CT Consultants, Inc. at 440-530-2341.

The Bid Notice may be obtained via the internet at www.ashtabulacounty.us by clicking on "Bid Opportunities" on the left of the screen.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN OHIO REVISED CODE §153.011 APPLY TO THIS PROJECT. COPIES OF §153.011 CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES OR THROUGH http://codes.ohio.gov/orc/153.011

Publish: *County website & Jefferson Gazette*
February 28, 2024

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Prices to Include	BD.9 – BD.15
OPWC Supplemental Instructions to Bidders	OPWC.BD.1
OPWC EEO Requirements & Bid Conditions	OPWC.BD.2 – OPWC.BD.7

ALL BID FORMS SHALL BE COMPLETED AND SUBMITTED WITH BID

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Corporate Resolution	BF.2
Proposed Subcontractors	BF.3
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OPWC EEO Forms	OPWC.BF.1 – OPWC.BF.3

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SECTION 5 SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

011100 SUMMARY OF WORK
011419 USE OF SITE
011423 ADDITIONAL WORK, OVERTIME
012513 PRODUCT SUBSTITUTION PROCEDURES
013319 PROJECT MEETINGS
013223 SURVEY AND LAYOUT DATA
013233 PHOTOGRAPHIC DOCUMENTATION
013236 VIDEO MONITORING AND DOCUMENTATION
013319 FIELD TEST REPORTING
0133232 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
013326 PRODUCT TESTING AND CERTIFYING
013326.01 QUALITY CONTROL PLAN
013543 ENVIRONMENTL PROTECTION
014126 GENERAL REGULATIONS AND PERMITS
014223 INDUSTRY STANDARDS
014323 QUALIFICATIONS OF TRADESMEN
015100 TEMPORARY POWER SERVICE
015213 FIRST AID
015526 TEMPORARY TRAFFIC CONTROL DEVICES
016600 PRODUCT HANDLING AND PROTECTION
016617 MAINTENANCE
017517 STARTING OF SYSTEMS – COMMISSIONING
017800 FINAL COMPLIANCE AND SUBMITTALS
017821 CLEANING AND PROTECTION
017823 MAINTENANCE MANUALS
017839 PROJECT RECORDS, DRAWINGS
017901 OPERATIONAL DEMONSTRATION

DIVISION 2 – EXISTING CONDITIONS

024119 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

DIVISION 3 – CONCRETE WORK

030000 CONCRETE WORK

DIVISION 26 – ELECTRICAL

260600 ELECTRICAL SPECIFICATIONS

DIVISION 31 – EARTHWORK

310000 EARTHWORK
312323.14 COMPACTED GRANULAR BACKFILL

DIVISION 32 – EXTERIOR IMPROVEMENTS

321000 PAVEMENT REPLACEMENT
329200.19 SEEDING AND MULCHING

DIVISION 33 – UTILITIES

330507.23 HORIZONTAL BORING AND PIPE JACKING
333100 SANITARY SEWER SYSTEM

DIVISION 40

400523 PROCESS VALVES

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SECTION 8	PREVAILING WAGE RATES	PW.1 – PW.11
	State Prevailing Wage Rate Determination Schedule	

SECTION 1
BID DOCUMENTS

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.

1.2 Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.

1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.

1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.

1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

1.6 All names must be typed or printed below the signature.

1.7 The bid shall contain an acknowledgment of receipt of all Addenda.

1.8 If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.

1.9 After the opening of bids, no Bidder may withdraw their bid for a period of 60 days.

PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

2.1 Before submitting a bid, each Bidder must

A. Examine the Contract Documents thoroughly.

B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.

C. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

D. Study and carefully correlate Bidder's observations with the Contract Documents.

2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.

2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.

2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.

2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

PART 3 ESTIMATED QUANTITIES

3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.

3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in their ordering materials.

3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

PART 4 CONTRACTOR'S QUALIFICATION

4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.

4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.

4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.

4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.

4.5 Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

PART 5 SUBCONTRACTORS

5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors, Sub Consultants and other professional service providers proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.

5.2 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.

5.3 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.

5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

PART 6 BID REVIEW BY OWNER

6.1 The Owner reserves the right to reject any and all bids, to waive as an informality any and all irregularities, and to disregard all nonconforming, nonresponsive or conditional bids.

6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."

6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected.

6.4 More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.

6.5 In evaluating bids, the Owner may consider:

A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.

B. Financial ability and soundness of the Bidder and proposed subcontractors.

C. Completeness of all bid forms and bid requirements.

D. Alternates and unit prices requested in the Bid Forms.

E. Unit prices or schedules of values that are or appear to be unbalanced.

F. Previous contractual experience with the Owner.

G. Whether or not the bid package complies with the prescribed requirements.

H. The proposed completion date, if applicable.

I. Any other matter allowed by law or local ordinance or resolution.

6.5 Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidder, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

6.6 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

6.7 The Contract award shall be based on the lowest and best bid or lowest responsive and responsible bid (as applicable for the public contracting agency receiving bids) for the base bid and selected alternate items (if any) for this project.

PART 7 BID SECURITY

7.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

If bid security is made by bond, the Bidder and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with their bid.

7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.

7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.

A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.

B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.

7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

PART 8 CONTRACT BOND

8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:

A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571.

B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms

8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."

8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.

8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

PART 9 AWARD AND EXECUTION OF CONTRACT

9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.

9.2 The Owner shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 60-day period may be extended.

9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.

9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

PART 10 INSURANCE

10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.

10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.

10.3 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.

10.4 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11 NON-COLLUSION AFFIDAVIT

11.1 Collusion between bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same name or different names, whether as an individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a bidder, and may submit prices to multiple bidders.

11.2 All bidders shall submit an affidavit that their bid is genuine and not collusive or sham; that such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other bidder or person shall refrain from bidding; that such bidder has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.

11.4 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.

12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

PART 13 ORIGINAL DOCUMENTS

13.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

PART 14 ADDENDA

14.1 The bidder shall be responsible to obtain Addenda from the web at https://bids.ctconsultants.com .

END OF SECTION 10/31/23

PRICES TO INCLUDE

PART 1 - GENERAL

Any work shown on the plans or required in the specifications but not paid for separately as a bid item shall be included in the cost of other bid items. The amount bid for each Bid Item shall include the following:

1.1 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.
1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.
1.3 Project coordination and scheduling.
1.4 Detailed breakdown of lump sum bid items as requested by the Engineer.
1.5 All provisions necessary to protect workers, the general public, and property along the work in accordance with the Contract Documents.
1.6 Protection and/or replacement of existing property corner monuments.
1.7 Record drawings of the installed location of all underground electrical conduit, sewers, tees, wyes, laterals, etc.
1.8 Materials testing.
1.9 Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
1.10 Construction staking of the improvements.

PART 2 - ITEMS

All work proposed by this contract shall be quantified and paid for in accordance with the pertinent O.D.O.T. specification except as specifically altered by other provisions of this contract. ODOT 104.02 D., 611.04, 611.12, and 611.13 shall not apply to this project.

2.1 PRECONSTRUCTION VIDEOTAPE DOCUMENTATION

Basis of Payment

The lump sum price shall include all costs associated with hiring a professional videotaping firm to document in detail the existing conditions of the entire work area and potential disturbed areas and submitting a USB flash drive with audio commentary and video log.

2.2 BONDS AND INSURANCES

Basis of Payment

A "Bonds and Insurances" item (including "Owner/Contractor Protective Policy," "All Risk Builder's Risk Insurance," and/or "Installation Floater Insurance", **and/or endorsements to fully comply with all contract requirements**) has been included in the bid proposal.

2.3 CLEARING AND GRUBBING

Basis of Payment

The lump sum price shall include the removal of all trees and brush as needed in the improvement areas and the furnishing of all labor, materials, tools, and appurtenances necessary to complete the work as specified or as shown.

2.4 FORCE MAIN ABANDONED, AS PER PLAN

Basis of Payment

The lump sum price shall include; dewatering, including all pumping required for bypass of flows from existing pipe; support, protection and/or replacement of all existing utilities (conduit, wires, cables, poles, signs, etc.); abandonment of existing forcemain beneath Carpenter Road; disposal of excess materials; cutting of existing pipe; completely filling existing pipeline with LSM flowable fill, and bulkheading the forcemain connection at existing receiving manhole, furnishing and installation of, concrete end plugs, select or premium compacted backfill material; and the furnishing of all labor, materials, tools and appurtenances necessary to complete the work as specified or as shown.

2.5 TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), DRIVEWAY, APRON, OR PARKING LOT

Method of Measurement

The method of measurement shall be as per ODOT 253 or 255 as applicable with the exception that lengths used for calculation of each individual repair area shall not exceed the maximum pay length indicated on the drawings.

Basis of Payment

The basis of payment shall be as per ODOT 253 or 255 as applicable with the following additions:

The unit price shall also include resetting and restoring any storm sewer driveway culverts impacted by the work; integral or non-integral curb removal; integral curb replacement; furnishing, installation, maintenance, removal, and disposal of temporary road materials or temporary pavement courses; preparation for permanent pavement courses; and any additional expenses for cold weather protection.

2.6 TYPE "F" PAVEMENT REPLACEMENT (STONE), DRIVEWAY, APRON, OR PARKING LOT, AS PER PLAN

Method of Measurement

The method of measurement shall be as per ODOT 253 or 255 as applicable with the exception that lengths used for calculation of each individual repair area shall not exceed the maximum pay length indicated on the drawings.

Basis of Payment

The basis of payment shall be as per ODOT 253 or 255 as applicable with the following additions:

The unit price shall also include resetting and restoring any storm sewer driveway culverts impacted by the work; integral or non-integral curb removal; integral curb replacement; furnishing, installation, maintenance, removal, and disposal of temporary road materials or temporary pavement courses; preparation for permanent pavement courses; and any additional expenses for cold weather protection.

2.7 CONCRETE PAVEMENT REPLACEMENT, AS PER PLAN

Method of Measurement

The method of measurement shall be as per ODOT 253 or 255 as applicable with the exception that lengths used for calculation of each individual repair area shall not exceed the maximum pay length indicated on the drawings.

Basis of Payment

The basis of payment shall be as per ODOT 253 or 255 as applicable with the following additions:

The unit price shall also include saw cutting; any integral or non-integral curb removal; integral curb replacement; reset and restore existing storm driveway culverts, inlets or sewers impacted by the work, furnishing, installation, maintenance, removal, and disposal of temporary road materials or temporary pavement courses; preparation for permanent pavement courses; and any additional expenses for cold weather protection.

2.8 ASPHALT APRON OR DRIVE REPLACEMENT, AS PER PLAN

Method of Measurement

The method of measurement shall be as per ODOT 253 or 255 as applicable with the exception that lengths used for calculation of each individual repair area shall not exceed the maximum pay length indicated on the drawings.

Basis of Payment

The basis of payment shall be as per ODOT 253 or 255 as applicable with the following additions:

The unit price shall also include saw cutting; any integral or non-integral curb removal; integral curb replacement; reset and restore existing storm driveway culverts, inlets or sewers impacted by the work, furnishing, installation, maintenance, removal, and disposal of temporary road materials or temporary pavement courses; preparation for permanent pavement courses; and any additional expenses for cold weather protection.

2.9 PUMP STATION MODIFICATIONS, AS PER PLAN

Basis of Payment

The lump sum price shall include furnishing all materials to modify the (2) existing Elm Drive Pump Station pumps, (1) spare pump, and control panel as indicated in plan, specifications, and per manufacturers recommendations. Improvements include but are not limited to replacing pump lower seals, upgrading pump impellers, upgrading conductor wires into the pumps and modifications to the pump panel overloads, starters, circuit breakers and conduction wires, the furnishing of all labor, materials, tools and appurtenances necessary to complete the work as specified or as shown and per the manufacturer's recommendations. Modifications to the Pumps shall be performed by an Authorized Meyers Pump Service Center. Price shall include an additional upgraded seal and impeller for a spare pump the County has on hand as a backup.

2.10 6 INCH CONDUIT IN BORED-IN-PLACE STEEL CASING, AS PER PLAN

Method of Measurement

The quantity to be paid shall be the number of lineal feet of pipe installed in accordance with the plans as measured along the centerline of the pipe.

Basis of Payment

The unit price shall be irrespective of the depth and size of pipe and shall include: clearing and grubbing; removal of structures and obstructions; the furnishing and installation of the pipe, specials, support of existing or replacement of damaged utilities, support of existing structures, jointing material, plugs, stoppers, bulkheads, replacement of damaged berms, disposal of undesirable and excess material; dust control; restoration; seeding and mulching; and making connection to existing/proposed pipe, manholes or structures. The unit price shall include verification of all critical vertical alignment features such as utility crossings prior to any pipe installations.

2.11 10 INCH CONDUIT IN BORED-IN-PLACE STEEL CASING, AS PER PLAN

Method of Measurement

The quantity to be paid shall be the number of lineal feet of pipe installed by jack and bore, in accordance with the plans as measured along the centerline of the pipe.

Basis of Payment

The unit price shall be irrespective of the depth and size of pipe and shall include: clearing and grubbing; removal of structures and obstructions; the furnishing and installation of the pipe, specials, support of existing or replacement of damaged utilities, support of existing structures, jointing material, plugs, stoppers, bulkheads, replacement of damaged berms, disposal of undesirable and excess material; dust control; restoration; seeding and mulching; and making connection to existing/proposed pipe, manholes or structures. The unit price shall include verification of all critical vertical alignment features such as utility crossings prior to any pipe installations.

2.12 CONNECT NEW FORCE MAIN TO EXISTING FORCE MAIN, AS PER PLAN

Measurement

The quantity to be paid shall be the number of locations the new force main is connected to the existing forcemain with the specified fittings and couplings as shown on the plans or as directed in the specifications.

Basis of Payment

The unit price shall be full compensation for each connection made including, but not limited to: earth and/or rock excavation, backfill, disposal of surplus material, furnishing and installing restrained joint materials, fittings, couplings, saw cutting existing pipe, removal of existing caps or plugs and making connections as required, removal, and furnishing all labor, tools, materials and appliances necessary to complete the work as specified or as shown.

2.13 LAWN RESTORATION (GRADING, SEEDING, & MULCHING)

Basis of Payment

The unit price shall include furnishing and placement of topsoil, finish grading, resetting, and restoring any mailboxes and mailbox posts disturbed by the work, seed, fertilizers, lime, water, maintenance, mowing, landscaping and all else necessary to establish a grass turf over all disturbed areas to be grassed and restoration of all features disturbed by the installation to equal of better condition than before the beginning of the work.

2.14 FORCE MAIN CONNECTION TO SANITARY MANHOLE, AS PER PLAN

Measurement

The quantity to be paid shall be the quantity the new force main extension is connected to an existing receiving manhole with the specified fittings and couplings as shown on the plans or as directed in the specifications.

Basis of Payment

The unit price shall be full compensation for each connection made including, but not limited to earth and/or rock excavation, backfill, disposal of surplus material, furnishing and installing restrained joint materials, fittings, couplings, seals, and connection of new force main into existing sanitary sewer manhole, and furnishing all labor, tools, materials and appliances necessary to complete the work as specified or as shown.

2.15 10 INCH FORCE MAIN, AS PER PLAN

Method of Measurement

The quantity to be paid shall be the number of linear feet of sanitary force main installed per the plans and specifications measured by the plan difference in horizontal distance between connection to existing force main to receiving manhole. Any increase in installed length due to change in length of pipe or location of structures not directed by the Engineer shall not be measured for payment.

Basis of Payment

The unit price shall be irrespective of the depth of pipe and if not called out as a separate pay item shall include the furnishing and laying of pipe; field location, exploratory excavation, and verification of existing utilities prior to laying conduit; removing and resetting existing storm structures and piping impacted from the work, earth and/or rock excavation; sheeting; shoring; disposal of undesirable and excess material; all pumping required for adequate handling of flow bypassing, underground water and/or surface water; bedding; compacted backfill material; Owner's costs related to re-inspection or re-testing of failed or re-compacted backfill material; specials; bends; tees; restrained joint fittings; plugs; stoppers; cleanouts; bulkheads; jointing material; protection of existing trees or vegetation to be saved; protection and/or replacement of all existing utilities; connection to existing conduit or structures; leakage testing; internal videotaping; Owner's costs related to re-inspection or re-testing of pipe failing leakage testing or internal videotaping; removal and replacement of poles, posts, signs, mailboxes, paper boxes, fences, landscape timbers, guardrails, sign wiring, fixtures, or other appurtenances; surface grading; temporary pavement; and the furnishing of all labor, materials, tools and appurtenances necessary to complete the work as specified or as shown.

2.16 AIR RELEASE VALVE AND VAULT, AS PER PLAN

Measurement

The quantity to be paid shall be the quantity of new combination air release valve and housing concrete manhole vaults installed on the proposed forcemain extension with the specified fittings, valve, appurtenances, and couplings as shown on the plans or as directed in the specifications.

Basis of Payment

The unit price shall be full compensation including, but not limited to: earth and/or rock excavation to prepare , backfill, disposal of surplus material, furnishing and installing proposed concrete manhole structure, hatch, steps, and bedding, adjusting and set top of structure to existing grades and provide positive drainage away from the structure hatch, furnishing and installing combination air release valve, fittings, seals, supports, restrained joint materials, , couplings, appurtenances, etc., and furnishing all labor, tools, materials and appliances necessary to complete the work as specified or as shown.

2.17 TEMPORARY SEDIMENT AND EROSION CONTROL, AS PER PLAN

Basis of Payment

The lump sum price shall include any and all labor, equipment, and materials including but not limited to straw bales, silt fence, check dams, silt ponds, and temporary seeding to provide sediment and erosion control commensurate with the Contractor's means, methods, work schedule, and in accordance with plan details and specifications, if any.

SUPPLEMENTAL INSTRUCTION TO BIDDERS
FOR PROJECTS FUNDED BY THE
OHIO PUBLIC WORKS COMMISSION

PART 1 - GENERAL

1.1 Each bidder must submit a current EEO Certificate of Compliance or if the bidder is not currently certified, he must indicate that the bidder will be able to obtain a valid Certificate of Compliance prior to the execution of the contract. Failure to submit or indicate the ability to obtain an EEO Certificate of Compliance will cause rejection of the bid as non-responsive.

PART 2 - OHIO PREFERENCE

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

PART 3 - DRUG-FREE WORKPLACE PROGRAM

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

PART 4 - OHIO ETHICS LAW

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

PART 5 - VENDOR SELF REGISTRATION

5.1 New vendors must register online using the Supplier Self-Registration module of the Ohio Administrative Knowledge System (OAKS). For questions, please contact the Ohio Shared Services at 1-877-644-6771 or email ohiosharedservices@ohio.gov.

STATE OF OHIO
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS &
BID CONDITIONS FOR OPWC-ASSISTED CONSTRUCTION PROJECTS

The attached materials are provided for use by local subdivisions in receipt of financial assistance from the Ohio Public Works Commission for the development or redevelopment of capital infrastructure improvements. The materials relate to the State of Ohio's equal employment opportunity requirements for contractors when they participate in State-assisted construction projects.

These materials must be inserted into the contracting subdivision's bidding documents for such State-assisted projects, and must be regarded as an integral component of the bidder's response. The bidder must, as a part of its bid response: elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the Bidder's Certification. Failure to complete the required sections may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must submit a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes prior to the execution of a contract.

Should there be any questions regarding the use or meaning of any portion of these materials, the best answers can be received from the Equal Opportunity Center at 77 South High Street, 24th Floor, Columbus, Ohio 43266-0408. Phone: (614) 466-8380.

"APPENDIX A" OF THE STATE EEO BID CONDITIONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

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

AKRON	
All Trades	10%

COLUMBUS	
All Trades	10%

DAYTON	
All Trades	11%

TOLEDO	
All Trades	9%

YOUNGSTOWN	
All Trades	9%

CINCINNATI	
Trade	
Asbestos Workers	9%
Boilermakers	9 %
Carpenters	10%
Elevator Constructors	11%
Floor Layers	10%
Glaziers	10%
Lathers	10%
Marble, Tile, Terrazzo	8%
Millwright	10%
Operating Engineers	11%
Painters	11%
Pipefitters	11%
Plasterers	10%
Plumbers	11%
Sheet Metal Workers	11%
Other Trades	11%

CLEVELAND	
Trade	
Asbestos Workers	17%
Boilermakers	10%
Carpenters	16%
Electricians	20%
Elevator Constructors	20%
Floor Layers	11%
Glaziers	17%
Ironworkers	13%
Operating Engineers	17%
Painters	17%
Pipefitters	17%
Plasterers	20%
Plumbers	17%
Roofers	17%
Other Trades	17%

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

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

(1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

(2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

(3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

(4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

(5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

(7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

(8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

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

Part I - Basic Contents of an Affirmative Action Program:

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

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

Part II - Analysis of Individual Trades

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

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

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

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

"APPENDIX C" OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

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

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

Rev. 10/17

FORM OF NONCOLLUSION AFFIDAVIT

STATE OF Ohio)
) SS
COUNTY OF Mahoning)

Jeffrey Rudzik, being first duly sworn, deposes and says that
(Individual Name)

he/she is President of Rudzik Excavating, Inc.
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

the party making the proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or other person, to put in a sham bid, or that such Bidder or other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant Jeffrey Rudzik, President

Subscribed and sworn to before me this 14th day of March, 2024.

Heidi Smith
Notary Public

My Commission Expires: May 24, 2027

NOTARIAL SEAL
STATE OF OHIO

Heidi Smith
Notary Public, State of Ohio
My Commission Expires:
May 24, 2027

CORPORATE RESOLUTION

I, Bonnie L. Rudzik,
(Individual Name)

Secretary of Rudzik Excavating, Inc. an Ohio Corporation
(Corporation Name) (State)

hereby certify that the Board of Directors of said Corporation on the 7th day of March, 2024, adopted a resolution authorizing the President of this
(Corporation Title, i.e., President, Vice President, etc.)

Company, namely, Jeffrey Rudzik, to sign bid proposals, sign and
(Individual Name)

enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and performance bonds for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said President in their sole discretion shall deem best, and that said actions
(Corporation Title, i.e., President, Vice President, etc.)

shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Struthers, Ohio this 14th day of March, 2024, and I further certify that said resolution is still in full force and effect.
(City) (State)

Corporate Secretary
Bonnie L. Rudzik

PROPOSED SUBCONTRACTORS

The Bidder is required to state in the spaces provided below, the Subcontractors they propose to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: Centerline Boring Inc.
   Address: 106 B Nickle Rd. RB 4/4/24
   City/State/Zip: Harmony, PA 16037
   Description: 6" conduit bored-in-place steel casing
   10" Conduit Bored-in-Place Steel Casing
   Phone: (724)-452-3866 Amount: $ 23,070.00 % of Contract: 5%
   EIN# _____ Unique Entity ID# _____ CAGE CODE _____

2. Name: Four Star Electric Inc
   Address: 3200 Greenwich Rd. #39 RB 4/4/24
   City/State/Zip: Norton, OH 44203
   Description: Pumpstation Modifications, As Per Plan
   Phone: (330) 825-7111 Amount: $ 6,690.00 % of Contract: 1%
   EIN# _____ Unique Entity ID# _____ CAGE CODE _____

3. Name: Pump Systems LLC
   Address: 2246 Port Centre
   City/State/Zip: Medina, OH 44256
   Description: Pump Station Modifications, As Per Plan
   Phone: (234) 312-3511 Amount: $ 18,776.00 % of Contract: 4%
   EIN# _____ Unique Entity ID# _____ CAGE CODE _____

4. Name:
   Address:
   City/State/Zip:
   Description:
   Phone: ( ) Amount: $ % of Contract:
   EIN# _____ Unique Entity ID# _____ CAGE CODE _____

EXPERIENCE RECORD

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. ***Provide data for the last five (5) years.*** Duplicate this sheet as needed. **Information submitted in an alternate format MUST contain all the information requested on this page.**

Project Name: AMSTERDAM AREA SEWER SYSTEM - JEFFERSON COUNTY SEWERS & PUMP STATION

Description/Scope of Bidder's CONSTRUCTION OF COLLECTION & CONVEYANCE SEWERS + 2 REMOTE PUMP STATIONS.

On this project you were a X Prime Contractor **OR** ___ Sub Contractor to ___

Year: 2020 | Your Contract or Subcontract Amount: $ 8,080,004

Total Project Cost: $ 7,433,223

% Complete (if in progress) ___ % | or Date Completed (if 9/2021

Project Owner: JEFFERSON COUNTY

Owner Contact: MICHAEL EROSHEVICH | Phone: (740) 283-8577

Engineer/Arch. Firm: ARCADIS U.S., INC.

Engineer/Arch. Contact: CHRISTINA SPORER, P.E. | Phone: (724) 732-9180

Your Bonding Company on this project (if any): FIDELITY & DEPOSIT COMPANY OF MARYLAND

Project Name: SANITARY SEWER IMPROVEMENTS PROJECT - PHASE 1, CONTRACT A

Description/Scope of Bidder's INSTALLATION OF SEWER LINES & PUMP STATIONS

On this project you were a X Prime Contractor **OR** ___ Sub Contractor to ___

Year: 2020 | Your Contract or Subcontract Amount: $ 7,851,948

Total Project Cost: $ 6,444,843

% Complete (if in progress) ___ % | or Date Completed (if 6/2022

Project Owner: SHENANGO TOWNSHIP MUNICIPAL AUTHORITY

Owner Contact: JOSEPH DEPUY | Phone: (724) 528-1577

Engineer/Arch. Firm: MS CONSULTANTS, INC

Engineer/Arch. Contact: CRAIG FAWIE | Phone: (330) 744-5321

Your Bonding Company on this project (if any): FIDELITY & DEPOSIT COMPANY OF MARYLAND

Project Name: STATE ROAD PHASE 2 SANITARY SEWER IMPROVEMENT

Description/Scope of Bidder's REPLACE SANITARY SEWER LINES

On this project you were a X Prime Contractor **OR** ___ Sub Contractor to ___

Year: 2021 | Your Contract or Subcontract Amount: $ 1,025,829

Total Project Cost: $ 858,567

% Complete (if in progress) ___ % or Date Completed (if complete): 9/2023

Project Owner: TRUMBULL COUNTY

Owner Contact: WILLIAM MAKOSKY, P.E. | Phone: (330) 675-7756

Engineer/Arch. Firm: TRUMBULL COUNTY

Engineer/Arch. Contact: WILLIAM MAKOSKY, P.E. | Phone: (330) 675-7756

Your Bonding Company on this project (if any): WESTERN SURETY COMPANY

BIDDER'S INSURANCE AGENT'S AFFIDAVIT

PROJECT: Carpenter Road Sanitary Sewer Overflow Elimination

OWNER: Ashtabula County Board of Commissioners

I, THOMAS J LITMAN (Insurance Agent's Name), OWNER (Title), first being duly sworn do state the following:

(a) that I have reviewed the insurance requirements in the bid documents and have noted therein the requirements on insurance including any policy modifications, cancellation and non-renewal provisions, and any additional policies or endorsements needed;

(b) that I am familiar with the insurance that RUDZIK EXCAVATING INC (Bidder's Company Name) has in force, and that its insurance meets the contract insurance requirements or that it can be amended or endorsed to meet the contract insurance requirements (with standard industry exclusions) until the current policy expiration or until cancelled with notice per the specifications or additional policies and/or endorsements can be provided to the Contractor;

(c) that all additional policies and/or endorsements required in the specifications are available;

(d) that if an award of contract is made to the Bidder an insurance certificate(s) [most current version ACORD 25] and/or binder(s) which fully complies with all insurance requirements in the contract will be issued within three (3) business days of notification from the contractor and the contractor approving any additional policies or endorsements needed to fully comply with the insurance requirements in the contract;

(e) that I have advised my client of the cost of all additional policies, amendments, and/or endorsements so that he can include same in their bid;

(f) that the cancellation clause in the policy meets the specifications or that it can be amended by an endorsement;

(g) that this document neither affirmatively or negatively amends, extends or alters the terms of or coverage afforded by the policy referenced herein.

Further, Affiant ~~sayeth~~ naught.

(Agent's Signature)

THOMAS J LITMAN
(Agent's Name)

3-7-2024
Date

LITMAN INSURANCE AGENCY
Agency Name

1113 ST RT 7 SE
Agency Address

HUBBARD, OH 44425
Agency City, State and Zip Code

330-448-2300 (Phone) 330-448-2336 (Fax)

LITMANINSURANCE@YAHOO.COM
(E-mail)

SUPPLEMENTAL BOND ACKNOWLEDGEMENT

(This is not a Bond form)

PROJECT: Carpenter Road Sanitary Sewer Overflow Elimination

OWNER: Ashtabula County Board of Commissioners

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and their surety hereby acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located.

BIDDER		**SURETY**	
BIDDER:	RUDZIK EXCAVATING, INC	SURETY:	Western Surety Company
SIGNATURE:		SIGNATURE:	Laura M. Batchelder
NAME:	JEFFREY RUDZIK	NAME:	Laura M. Batchelder
TITLE:	PRESIDENT	TITLE:	Attorney-in-Fact
DATE:	MARCH 14, 2024	DATE:	March 14, 2024
PHONE NO.:	330-755-1540	PHONE NO.:	614-764-0121

*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/Payment/Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and their surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located.

BIDDER		**SURETY**	
BIDDER:		SURETY:	
SIGNATURE:		SIGNATURE:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
PHONE NO.:		PHONE NO.:	

*Attach Power of Attorney

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned **RUDZIK EXCAVATING, INC., 401 LOWELLVILLE ROAD P.O. BOX 206, STRUTHERS, OHIO 44471**
(Name and Address)
as Principal and **WESTERN SURETY COMPANY** as Surety, are hereby held and firmly bound unto **ASHTABULA COUNTY BOARD OF COMMISSIONERS, 25 W. JEFFERSON STREET, JEFFERSON, OHIO 44047** as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on **MARCH 14TH** 2024 to undertake the Project known as:

CARPENTER ROAD SANITARY SEWER
OVERFLOW ELIMINATION

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 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 submitted a bid on the above referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the Principal pays to the Obligee 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 Obligee may in good faith contract with next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding the Principal will pay the Obligee 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 bidder's whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal with 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; and

IF THE SAID Principals shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specification, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen 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 modification, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this **14TH** day of **MARCH** 2024.

PRINCIPAL:
RUDZIK EXCAVATING, INC.

BY: _____
TITLE: JEFFREY RUDZIK, PRESIDENT

SURETY:
WESTERN SURETY COMPANY

BY: Laura M. Batchelder
LAURA M. BATCHELDER / Attorney-in-Fact

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

SURETY COMPANY ADDRESS:
151 N. FRANKLIN STREET
CHICAGO, IL 60606

SURETY AGENTS ADDRESS:
9932 BREWSTER LANE
POWELL, OHIO 43065

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gerald A Kernan, Cheryl K Cramer, Thomas J Litman, Laura M Batchelder, Gerald B Kernan, Joe LeMasters, Individually

of Powell, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of November, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 4th day of November, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of March , 2024 .

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 03/14/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WESTERN SURETY COMPANY

of South Dakota is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of $2,105,593,621, liabilities in the amount of $589,010,150, and surplus of at least $1,516,583,471.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2022

ASSETS

Bonds		$ 1,963,735,416
Stocks		16,356,743
Cash, cash equivalents, and short-term investments		842,484
Receivables for securities		50,000
Investment income due and accrued		18,288,449
Premiums and considerations		58,660,094
Amounts recoverable from reinsurers		31,089,427
Current federal and foreign income tax recoverable and interest thereon		-
Net deferred tax asset		16,569,622
Receivable from parent, subsidiaries, and affiliates		-
Other assets		1,385
Total Assets		$ 2,105,593,621

LIABILITIES AND SURPLUS

Losses		$ 191,034,021
Loss adjustment expense		52,287,429
Commissions payable, contingent commissions and other similar charges		12,200,032
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,809,360
Federal and foreign income taxes payable		6,216,918
Unearned premiums		288,685,277
Advance premiums		7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)		6,756,776
Amounts withheld or retained by company for account of others		9,359,697
Provision for reinsurance		280,055
Payable to parent, subsidiaries and affiliates		10,262,438
Payable on security transactions		-
Other liabilities		149,612
Total Liabilities		$ 589,010,150

Surplus Account:		
Common stock	$ 4,000,000	
Gross paid in and contributed surplus	286,896,195	
Unassigned funds	1,225,687,276	
Surplus as regards policyholders		$ 1,516,583,471
Total Liabilities and Capital		$ 2,105,593,621

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By _____
Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:

"OFFICIAL SEAL"
YOLANDA JIMENEZ
Notary Public, State Of Illinois
My Commission Expires 09/24/2025
Commission No. 542740

By _____
Yolanda Jimenez
Notary Public

Proposal to Ashtabula Co. Bd. of Commissioners
For Carpenter Road SSO Eliminitation

Project No. 231140

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	$ 1,000.00	$ 750.00	$ 1,750.00	$ 1,750.00
2	BONDS AND INSURANCES, AS PER PLAN	1.00	LS	$ 431.25	$ 6,000.00	$ 6,431.25	$ 6,431.25
3	CLEARING AND GRUBBING	1.00	LS RB 4/4/24	$ 6,000.00	$ 2,000.00	RB 4/4 $ 8,000.00	$ 8,000.00 RB 4/4
4	FORCE MAIN ABANDONED, AS PER PLAN	1.00	LS	$ 2,200	$ 454.00	$ 2,654.00	$ 2,654.00
5	TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), DRIVEWAY, APRON, OR PARKING LOT	46.00	SY	$ 50.00	$ 100.00	$ 150.00	$ 6,900.00
6	TYPE "F" PAVEMENT REPLACEMENT (STONE), DRIVEWAY, APRON, OR PARKING LOT, AS PER PLAN	62.00	SY	$ 6.65	$ 7.35	$ 14.00	$ 868.00
7	CONCRETE PAVEMENT REPLACEMENT, AS PER PLAN	40.00	SY	$ 50.00	$ 100.00	$ 150.00	$ 6,000.00
8	ASPHALT APRON OR DRIVE REPLACEMENT, AS PER PLAN	41.00	SY	$ 50.00	$ 100.00	$ 150.00	$ 6,150.00
9	PUMP STATION MODIFICATIONS, AS PER PLAN	1.00	LS	$ 20,000.00 RB 4/4/24	$ 12,012.60 RB 4/4	$ 32,012.60 RB 4/4	$ 32,012.60 RB 4/4
10	MANHOLE, NO. 3	1.00	EACH	$ 2,200.00	$ 2,963.31 RB 4/4	$ 5,163.31 RB 4/4	$ 5,163.31 RB 4/4
11	6" CONDUIT, TYPE B	40.00	FT	$ 55.76	$ 45.24	$ 101.00	$ 4,040.00
12	8" CONDUIT, TYPE B	383.00	FT	$ 48.98	$ 96.02	$ 145.00	$ 55,535.00
13	6 INCH CONDUIT IN BORED-IN-PLACE STEEL CASING, AS PER PLAN	24.00	FT	$ 335.05	$ 223.28	$ 558.33	$ 13,399.92
14	10 INCH CONDUIT IN BORED-IN-PLACE STEEL CASING, AS PER PLAN	75.00	FT	$ 290.48	$ 257.85	$ 548.33	$ 41,124.75
15	MAINTAINING TRAFFIC	1.00	LS	$ 8,550.00	$ 5,145.00	$ 13,695.00	$ 13,695.00
16	MOBILIZATION	1.00	LS RB 4/4	$ 4,000.00	$ 1,000.00	$ 5,000.00	$ 5,000.00
17	CONNECT NEW FORCE MAIN TO EXISTING FORCE MAIN, AS PER PLAN	1.00	EACH	$ 3,320.42	$ 1,729.58	RB 4/4 $ 5,050.00	$ 5,050.00
18	LAWN RESTORATION (GRADING, SEEDING, & MULCHING)	1.00	LS	$ 5,500.00	$ 5,115.00	$ 10,615.00	$ 10,615.00
19	FORCE MAIN CONNECTION TO SANITARY MANHOLE, AS PER PLAN	1.00	EACH	$ 5,502.10	$ 1,707.90	$ 7,210.00	$ 7,210.00
20	10 INCH FORCE MAIN, AS PER PLAN	2,300.00	FT RB 4/4	$ 40.80	$ 57.53	$ 98.33	$ 226,159.00
21	AIR RELEASE VALVE AND VAULT, AS PER PLAN	1.00	EACH	$ 3,036.00	$ 8,130.89	$ 11,166.89	$ 11,166.89
22	TEMPORARY SEDIMENT AND EROSION CONTROL, AS PER PLAN	1.00	LS	$ 6,001.25	$ 1,805.50	$ 7,806.75	$ 7,806.75

Informal Total Bid $ 476,731.47

BF. 8

Proposal to Ashtabula Co. Bd. of Commissioners
For Carpenter Road SSO Eliminitation
Alternate - Open Cut
Project No. 231140

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN	62.00	SY	$ 50.00	$ 100.00	$ 150.00 RB 4/4/24	$ 9,300.00
2	(611) 6 INCH SANITARY SEWER LATERAL, AS PER PLAN	24.00	FT	$ 120.00	$ 180.00	$ 300.00	$ 7,200.00
3	(611) 10" CONDUIT, TYPE B, AS PER PLAN	75.00	FT	$ 150.00	$ 200.00	$ 350.00 RB 4/4/24	$ 26,250.00
					INFORMAL TOTAL BID	$ 42,750.00	

BF.9A

The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No.	1	2				
Date:	3/13/24	4/1/24				

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

BF.9

Submitted by,

RUDZIK EXCAVATING, INC.	JEFFREY RUDZIK, PRESIDENT	330-755-1540
Firm, Corporation, or Individual	Officer's Name and Title (typed)	Telephone Number
401 LOWELLVILLE RD., P.O. BOX 206		330-750-1330
Street Address	Officer's Signature	Fax Number
STRUTHERS, OH 44471	MARCH 14, 2024	jim@rudzikexcavating.com
City, State, Zip Code	Date	E-Mail Address
04305278I	1032931	34-1878933
Unique Identify ID Number	Ohio Secretary of State ID Number	Federal Tax ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: July 19, 2024

LIQUIDATED DAMAGES: $1,000.00 PER DAY

The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No.	1	2				
Date:	3/13/24	4/1/24				

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

BF.10A

Submitted by,

RUDZIK EXCAVATING, INC.	JEFFREY RUDZIK, PRESIDENT	330-755-1540
Firm, Corporation, or Individual	Officer's Name and Title (typed)	Telephone Number
401 LOWELLVILLE RD., P.O. BOX 206		330-750-1330
Street Address	Officer's Signature	Fax Number
STRUTHERS, OH 44471	APRIL 4, 2024	jim@rudzikexcavating.com
City, State, Zip Code	Date	E-Mail Address
043052781	1032931	34-1878933
Unique Identify ID Number	Ohio Secretary of State ID Number	Federal Tax ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: July 19, 2024

LIQUIDATED DAMAGES: $1,000.00 PER DAY

STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS AND BID CONDITIONS FOR OPWC-ASSISTED CONSTRUCTION PROJECTS

NOTICE TO CONTRACTORS:

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

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See
http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx
for instructions for electronic filing.

>>> Does this bidder have a valid Certificate of Compliance? X **Yes** ____**No**

>>> **If "No"** to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ____**Yes** ____**No**

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, OR the prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening? X **Yes** ____**No**

>>>**If "No"**, with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

BIDDER'S EEO COVENANTS:

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

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

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

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: http://das.ohio.gov/EOD/CCInputForm29.htm

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such

other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

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

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

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

BIDDER'S CERTIFICATION:

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

_____ 3/14/24
Signature of Authorized Officer Date

JEFFREY RUDZIK
PRESIDENT
Title

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

Rev 09/18

November 24, 2023

Heidi Smith,
Controller
Rudzik Excavating, Inc.
401 Lowellville Road
Struthers, OH 44471

SUBJECT: Certificate of Compliance Certification
Status: Conditional
Effective Dates: November 24, 2023 - May 24, 2024

Dear Heidi Smith:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues Rudzik Excavating, Inc. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for Rudzik Excavating, Inc. to maintain certification status, Rudzik Excavating, Inc. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which Rudzik Excavating, Inc. has agreed.

Sincerely,

Monica L. Womack
Chief

SECTION 2
CONTRACT FORMS

REVISED CODE §1311.252
NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT

State of Ohio)
) SS:
County of Ashtabula)

Kathryn L. Whittington, President (the "Affiant"), being first duly sworn, says that:

1. Affiant is the President of the Ashtabula County Board of Commissioners, at 25 West Jefferson Street, Bldg. E, Jefferson, Ohio for a contract executed on July 18, 2024.

2. The Public Authority will be commencing a public improvement identified as follows:
Carpenter Road Sanitary Sewer Overflow Elimination

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

TRADE	CONTRACTOR	SURETY
Excavating	Rudzik Excavating, Inc. 401 Lowellville Road Struthers, Ohio 44471	Western Surety Company 151 N. Franklin Street Chicago, IL 60606

4. For the purpose of service an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority: Kathryn L. Whittington, President, at the Ashtabula County Board of Commissioners, 25 West Jefferson Street, Bldg. E, Jefferson, Ohio 44047.

Kathryn L. Whittington, President

SWORN TO before me and subscribed in my presence this 18th day of July, 2024.

[SEAL]
Notary Public Comm. Exp 7/14/2025

Prepared by:

CT Consultants, Inc.
8150 Sterling Court
Mentor, Ohio 44060

NOTICE OF AWARD

TO: Rudzik Excavating, Inc.
401 Lowellville Road
Struthers, Ohio 44471

PROJECT: CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION

You are notified that your Bid which was opened on 04/04/24 has been accepted for items in the amount of $476,731.47 at the unit bid prices as reflected in the bid tabulation contained herein for the Base Bid only.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

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

The Owner will return to you one (1) fully signed set of the contract documents.

ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins
County Clerk of the Commissioners

7-18-24
Date

RUDZIK EXCAVATING, INC.

Jeffrey Rudzik
President

July 10, 2024
Date

RESOLUTION AWARDING BID TO RUDZIK EXCAVATING, INC FOR THE CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION PROJECT, ACDES

WHEREAS, a request and recommendation has been received for the approval of the Board of Commissioners to award the Carpenter Road Sanitary Sewer Overflow Elimination Project to Rudzik Excavating, Inc.; and

WHEREAS, On February 27, 2024, by Resolution No 2024-122, bids were ordered, and on March 14, 2024 bids were received for the Carpenter Road sanitary sewer overflow elimination project, as follows:

BIDDER	TOTAL BID
Rudzik Excavating, Inc.	$476,731.47
J. Severino Construction, Inc.	$485,604.35
Klinginsmith Construction Co.	$498,650.50
Chivers Construction Co., Inc.	$510,014.00
Pollard Land Services, Inc.	$566,910.00
Union Industrial Contractors, Inc.	$587,920.00
S. E. T Inc.	$629,446.00
Opinion of Probable Cost: $	$609,000.00

WHEREAS, Douglas Starkey, Director of the Ashtabula County Department of Environmental Services, along with CT Consultants and staff, reviewed the bids and has recommended the bid be awarded to Rudzik Excavating, Inc. for the total bid of $476,731.47, as the lowest and best bid received; and

WHEREAS, this Board would concur with that recommendation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the bid for the Carpenter Road sanitary sewer overflow elimination project is hereby awarded to Rudzik Excavating, Inc., as outlined above.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2024-258 **May 23, 2024**

RESOLUTION AWARDING BID TO RUDZIK EXCAVATING, INC FOR THE CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION PROJECT, ACDES

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

Kathryn L. Whittington	**Absent**
J.P. Ducro IV	**Aye**
Casey R. Kozlowski	**Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT

This AGREEMENT, made this 18th day of July, 2024 (the "Effective Date") between Rudzik Excavating, Inc. (the "Contractor"), with offices at 401 Lowellville Road, P.O. Box 206, Struther, OH 44471, and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "County") for the Carpenter Road Sanitary Sewer Overflow Elimination Project in Ashtabula County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

ARTICLE I
THE WORK

The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described in the Contract Documents for the Project as set forth in Exhibit A. In the event of inconsistencies within or between the [Contract/Bid] Documents, the Contractor shall provide the better quality or greater quantity of Work and shall comply with the more-strict requirement.

ARTICLE II
TERM

The term of this Agreement shall commence on the Effective Date and continue through July 19, 2024 (the "Completion Date"), unless otherwise terminated earlier as provided below (the "Term").

ARTICLE III
COMPENSATION AND PAYMENT

3.1 The Contractor's total compensation for the Work shall be $476,731.47 (the "Contract Price").

3.2 Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

3.3 The Contractor shall submit monthly to the County an itemized Application for Payment for Work performed on a form satisfactory to the County.

3.4 The Application for Payment shall be supported by documentation substantiating the Contractor's right to payment. The Contractor shall supply such additional documentation as the designated representative of the county ("County's Representative") may request in connection with each payment to the Contractor.

Certified payroll reports for the period of time indicated shall be attached to one copy of every Application for Payment.

The Contractor shall list on the Application for Payment any approved Change Orders processed and performed during the time covered by the Application for Payment.

Payment of an approved Application for Payment shall be made within 45 days from the date of approval by the County's Representative. The County reserves the right to require proof of the renewal of required insurance as a condition precedent to payment.

The amount of Liquidated Damages to which the County is apparently entitled under the Contract Documents may be deducted from any Application for Payment by the County's Representative.

3.5 The County reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary in the County's Representative's opinion to protect the County from loss because of:

(a) Defective or nonconforming Work ("Defective Work") not remedied;

(b) Damage caused by the Contractor;

(c) Failure to comply with the requirements of Chapter 4115, ORC;

(d) Liquidated damages in the amount set forth in the Contract Documents ("Liquidated Damages").

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

3.6 The Contractor, as a condition precedent to execution of the certificate of Contract Completion and to final payment, shall provide all documents required for approval by the County's Representative.

Payment of the final Application for Payment shall be made within 45 days from the date of approval by the County's Representative.

3.7 The making of final payment by the County shall constitute a waiver of all claims by the County except those arising after Contract Completion and the following:

(a) Defective Work;

(b) Outstanding liens;

(c) Failure of the Contractor to comply with any Warranties or Guarantees required by the Contract Documents.

The acceptance of final payment by the Contractor shall constitute a waiver of all claims against the County except those that the Contractor has previously made in writing in accordance with Article IX and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

ARTICLE IV
SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to complete the Work within the time limit specified herein.

In the event that the Work is not completed within the time limit aforesaid, the Contractor shall reimburse the County an amount equal to the County's costs for and expenses of Project inspections, supervision and similar engineering services provided by or for the County after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

In addition, in the event that the Work is not substantially completed within the time limit aforesaid, with said incompletion prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Contractor shall forfeit Liquidated Damages.

Such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

The Board of County Commissioners may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the County of any other rights

provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

ARTICLE V
CHANGES

The County, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article IV. To the extent the time for the Completion Date or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

[The Contractor shall proportionately increase the amount of the Bond whenever the Contract Price is increased.

If notice of any change affecting the Contract is required by the provision of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.]

The Contractor shall not proceed with any change in the Work without the required written authorization. If the Contractor believes that any item is not Work required by the Contract Documents, the Contractor shall obtain a Change Order before proceeding with such item. Except as provided in Article IX, failure to obtain such a Change Order shall constitute a waiver by the Contractor of any Claim for additional compensation for such item.

ARTICLE VI
WARRANTIES

In addition to any other warranties, guarantees, or obligations set forth in the Contract/Bid Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- The County will have good title to the Work and all materials and equipment incorporated into the work will be new;

- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;

- The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;

• The Work and all materials and equipment incorporated into the Work will be merchantable; and,

• The Work and all materials and equipment incorporated into the Work will conform in all respects to the Plans and Specifications.

Upon notice of the breach of any of the warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the County and, except when an extension of time is granted in writing by the County, correct such breach and damage to the satisfaction of the County within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the County, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the County shall pay the County, within ten (10) days after the date of such notice, all of the County's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the County's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the County any amounts due under this Section, the Contractor shall pay the County, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

7.1 The Contractor shall maintain insurance as set forth in the Contract Documents.

7.2 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the County and the County's consultants, agents, and employees from and against all claims, damages, losses, and expenses—whether proven or not—including but not limited to attorneys' and consultants' fees—whether made by County or a third-party—arising out of or related to the Contractor's performance of the Work including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property including the Work itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. The County may set off amounts equal to any sums for which it is

entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents.

7.3 The County's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the County without a new Auditor's certificate.

ARTICLE VIII
SUSPENSION AND TERMINATION

8.1. The County may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the County may determine.

An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 2% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

8.2 The County may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the County's convenience.

Upon receipt of a written notice from the County terminating this Agreement without cause and for the County's convenience, the Contractor shall (i) immediately cease performing the Work, unless otherwise directed by the County, in which case the Contractor shall take the action directed by the County, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the County, terminate all agreements with Subcontractors and suppliers.

If this Agreement is terminated without cause and for the County's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the County will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 2% on the Work performed up to the date of termination.

If this Agreement is terminated without cause for the County's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of

default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

8.3 If the County determines that the Contractor has failed to prosecute the Work with the necessary force or in a timely manner, or has refused to remedy any Defective Work, the County's Representative shall notify the Contractor and the Contractor's Surety of such failure or refusal. The Contractor shall begin to cure such failure or refusal within 5 days of receipt of the notice.

If the Contractor fails to cure such failure or refusal within 20 days of receipt of the notice, the County may terminate the Contract and employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, and may remove Defective Work.

If the Contractor is so terminated, the Contractor's Surety shall have the option to perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date on which the Contract was terminated, the County may complete the Work by such means as the County's Representative deems appropriate. The County may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the County has paid.

If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the County completes the Work and if the cost of completing the Work exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the County, or the County as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.

If the Contractor's Surety performs the Work, the provisions of the Contract Documents shall govern such Surety's performance, with the Surety being substituted for the Contractor in all such provisions including, without limitation, provisions for payment for the Work and provisions about the right of the County to complete the Work.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 8.2.

ARTICLE IX
DISPUTE RESOLUTION

9.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Contractor and County within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Contractor and County shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives

are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

9.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

9.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

ARTICLE X
MISCELLANEOUS

10.1 No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the County shall require the signature of the County's Representative acting under the authority of a specific resolution of the County. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

10.2 The Contractor may not assign this Agreement without the written consent of the County, which the County may withhold in its sole discretion.

10.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.

10.4 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

10.5 Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the County shall not commence until the discovery of such defective or non-conforming Work by the County.

10.6 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address/FAX number set forth at the beginning of this Agreement with a copy sent to Ashtabula County Prosecutor's Office, 25 West Jefferson St., Jefferson, OH 44047 and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

10.7 The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

10.8 If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

10.9 The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to, Ohio's Prevailing Wage law if applicable.

10.10 The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The County assumes no responsibility for the development, review, or implementation of the any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

10.11 Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, 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. Contractor further agrees that neither it, its subcontractors, or any person on the 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, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the County under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the County and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

10.12 This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

[SIGNATURES ON NEXT PAGE]

Signature Page

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

Rudzik Excavating, Inc.:

By: _____ Date: July 10, 2024

Its: Jeffrey Rudzik, President

Ashtabula County Board of County Commissioners:

By: _____ Date: 7/18/2024

Its: Kathryn L. Whittington, President

Approved as to Legal Form:

_____ Date: 7/18/24

Its. Colleen M. O'Toole, Ashtabula County Prosecutor

EXHIBIT A
CONTRACT DOCUMENTS

The Contract Documents shall consist of the following:

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions as revised by the Ashtabula County Prosecutor's Office
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings

STATE OF OHIO
WATER POLLUTION CONTROL LOAN FUND (WPCLF/SRF))
CONTRACT CHANGE ORDER

RECIPIENT Ashtabula County — CHANGE ORDER NO. 1

WSRLA LOAN NO N/A — CONTRACT Gen Constr

OWDA LOAN NO 10856 — DATE 7/3/2024

DESCRIPTION OF CHANGE: *Carpenter Road Sanitary Sewer Overflow Elimination*
CT Project No. 211140

QTY	UNIT	UNIT PRICE	ITEM TOTAL

"Non-compensatory change to contract documents

Replace Contract pages CF 2 & CF 3 with the attached Agreement, pages 1 to 12

Replace Supplementary Conditions SC 1 to Sc 8 with the attached SC 1 to SC 6."

TOTAL **$0.00**

The time provided for completion in the contract for the above items is (increased/decreased) by 0 calendar days.
Completion Date through this Change Order: 19-Jul-2024

RECOMMENDED BY Patrick A. Blake, P.E. — CT Consultants — DATE 6/12/2024

APPROVED BY Kathryn L. Whittington, Pres. — Ashtabula County — DATE 7-30-24

ACCEPTED BY Jeffrey Rudzik, President — Rudzik Excavating, Inc — DATE 7/16/2024

	AWARDED CONTRACT AMOUNT
Original Amount	$476.731.47
Previous Changes (+/-)	$0.00
This Change (+/-)	$0.00
Adjusted Amount	

OWDA APPROVAL

The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Ohio EPA Acceptance — Date

Chief Engineer — Date

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

Article 10 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 10 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 12 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 12 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 14 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 14 of the General Conditions shall be replaced with references to Article III of the Agreement.

Article 15 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 15 of the General Conditions shall be replaced with references to Article VIII of the Agreement.

Article 16 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 16 of the General Conditions shall be replaced with references to Article IX of the Agreement.

Additionally, the following specific provisions of the General Conditions are amended as set forth below:

SC-2.02 Delete paragraph 2.02(A) in its entirety and insert the following in its place:

Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

SC-2.03(A) In the last sentence of 2.03A, change "sixtieth day" to "ninetieth day."

SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-4.06(G) Delete paragraph 4.06(G) in its entirety.

SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to

procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(a)	State	Statutory
(b)	Applicable Federal (e.g., Longshoreman's):	Statutory
(c)	Employer's Liability:	$1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

(a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Each Occurrence	$2,000,000
General Aggregate	$4,000,000

(b) Products and Completed Operations Aggregate $1,000,000

Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Personal and Advertising Injury (Per Person/Organization and per occurrence). $1,000,000

(d) Fire Damage $100,000

(e) If the General Liability Policy includes a General Aggregate, such

policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)
Contractor may provide split limits or combined single limit.

(a) Split Limits:

Bodily Injury,	Each Person:	$2,000,000
	Each Occurrence	$2,000,000
Property Damage,	Each Occurrence	$1,000,000

or

(b) Combined Single Limit

Bodily Injury and Property Damage,		
	Each Occurrence	$2,000,000

SC-5.04(B)(3) Add the following to the end of the paragraph: "to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;"

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with an immediate Effective Date and the Owner listed as the insured (No additional insureds) for the following limits:

Each Occurrence	$1,000,000
General Aggregate	$2,000,000

Add the following section:

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the

Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner's Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

Add the following section:

SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.07(B) Delete paragraph 6.07(B) in its entirety.

SC-6.09 (D) Add the following:
D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.

2. Establishing and administrating the site safety program and procedures for the project.

3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations.

5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.

7. Coordinate Owner interface for utility tie-ins/shut downs.

8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

S.C.-9.08 Delete Section 908 in its entirety.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-17.01 Delete Section 17.01 in its entirety.

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection

in the amount not to exceed Four Hundred Seventy-Six Thousand Seven Hundred Thirty-One and 47/100 ($476,731.47) and free from any previous encumbrances.

Agreement Title: **Construction Contract:**
CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION
By and Between the Ashtabula County Board of Commissioners, by and through the Department of Environmental Services, and Rudzik Excavating, Inc. for the purposes of providing construction services pertinent to the Carpenter Road Sanitary Sewer Overflow Elimination project in the Ashtabula County General Sewer District.

SIGNED

David Thomas
Ashtabula County Auditor

7/19/24
Date

THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS WITHIN 10 DAYS OF NOTIFICATION OF AWARD:

A) **CERTIFICATE OF INSURANCE FOR CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY**

B) **CERTIFICATE OF INSURANCE FOR OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**

C) **CERTIFICATE OF WORKER'S COMPENSATION**

D) **CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LITMAN INSURANCE AGENCY INC PO Box 50 Brookfield, OH 44403 License #:	CONTACT NAME: PHONE (A/C, No, Ext): (330)448-2300 FAX (A/C, No): (330)448-2336 E-MAIL ADDRESS: litmaninsurance@yahoo.com
INSURED RUDZIK EXCAVATING, INC. JEFF RUDZIK PO Box 206 Struthers, OH 44471 OH 44471	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Erie Insurance Exchange INSURER B : Erie Insurance Company — 26263 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] INCLUDES XCU [X] EMPLOYERS LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		Q610293850	7/17/2023	7/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000.00 $ 1,000,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Q076730109	7/17/2023	7/17/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000.00 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			Q311770113	7/17/2023	7/17/2024	EACH OCCURRENCE AGGREGATE $	$ 9,000,000.00 $ 9,000,000.00 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q901700558 (PA)	6/17/2024	6/17/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00
	POLLUTION POLICY# G74463423 002 3/24/24-3/24/25			Q610293850	7/17/2023	7/17/2024	$5,000,000	$10,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER AND CT CONSULTANTS INC. 8150 STERLING CT. MENTOR OH 44060 ARE LISTED AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY FOR JOB: CARPENTER RD. SANITARY SEWER OVERFLOW ELIMINATION
CONTRACT AMOUNT $476,731.47

CERTIFICATE HOLDER

ASHTABULA COUNTY BOARD OF COMMISSIONERS
25 W JEFFERSON ST
JEFFERSON, OH 44047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
LITMAN INSURANCE AGENCY INC PO Box 50 Brookfield, OH 44403 License #:	PHONE (A/C, No, Ext): (330)448-2300	FAX (A/C, No): (330)448-2336
	E-MAIL ADDRESS: litmaninsurance@yahoo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ERIE INSURANCE COMPANY	26263
INSURED ASHTABULA COUNTY BOARD OF COMMISSIONERS 25 W JEFFERSON ST JEFFERSON OH 44047	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
[X]	OWNERS/CONTRACTORS PROTECTIVE LIABILITY			NEW ISSUE	7/5/2024	7/5/2025	MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	
	OTHER:							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED [ ] RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACTOR: RUDZIK EXCAVATING INC.

PROJECT: CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION
CONTRACT AMOUNT $476,731.47

CERTIFICATE HOLDER

CT CONSULTANTS INC.
8150 STERLING COURT
MENTOR, OH 44060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01229670

RUDZIK EXCAVATING INC
PO BOX 206
STRUTHERS OH 44471-0206

Period Specified Below
07/01/2024 to 07/01/2025

www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

OhioBWC - Employer - Service: (State construction contractor look-up) - Results

Policy number: 1229670-0
Company name: RUDZIK EXCAVATING INC
Construction contractor status: APPROVED
Construction contractor status date: 2/28/2012

search again

Note: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an APPROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) which makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to review this database for the most current information, you may print this as verification of your current status.

DELINQUENT PERSONAL PROPERTY STATEMENT

Rudzik Excavating, Inc., having been awarded a contract by the Ashtabula County Board of Commissioners, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not** charged with delinquent personal property taxes on the General Tax List of Personal Property for Ashtabula County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Ashtabula County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between Ashtabula County Board of Commissioners, Ohio, and Rudzik Excavating, Inc., and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	$ —
Penalties	$ —
Interest	$ —

RUDZIK EXCAVATING, INC.

Jeffrey Rudzik, President

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF MAHONING

JEFFREY RUDZIK being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of RUDZIK EXCAVATING, INC. ("the Contracting Party").

2. The Contracting Party is a/an (select one):

   ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust

   ☑ Corporation organized and existing under the laws of the State of OHIO

   ☐ Labor organization

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.

4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: _____
JEFFREY RUDZIK

Title: PRESIDENT

SWORN TO BEFORE ME and subscribed in my presence this 10TH day of July, 2024.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

Heidi Smith
Notary Public, State of Ohio
My Commission Expires:
May 24, 2027

My commission expires: May 26, 2027

AGREEMENT FOR ESCROW ACCOUNT

(1) This agreement is entered into between ASHTABULA COUNTY COMMISSIONERS, and RUDZIK EXCAVATING, INC., contractor for the CARPENTER ROAD SANITARY SEWER OVERFLOW ELIMINATION.

Funds due for the payment in the amount of $19,069.26, which is 8% of 50% of the total work to be completed under the contract, shall be deposited in a savings account in Andover Bank, 150 North Chestnut Street, P.O. Box 405, Jefferson, Ohio 44047, who shall be the Escrow Agent. The account shall be in the name of Ashtabula County Commissioners and Rudzik Excavating, Inc., Contractor. Said funds are to be deposited upon a receipt of an approved application for payment showing the amount due for payment and the amount to be retained.

The savings account shall earn interest at the current passbook rate. There are no escrow fees to be charged.

The Escrow Agent shall hold the escrowed principal and interest until the receipt of notice from the state or county and contractor that the project is substantially completed and occupied, or in use, or has been accepted; or until receipt of an arbitration order or an order of the court of claims specifying the amount of the escrow to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly release the retained principal and interest and pay it to the contractor. A notice releasing said retained principal and interest will be issued to the Escrow Agent by the County and the Contractor.

ASHTABULA COUNTY COMMISSIONERS

NOT APPLICABLE – Contractor Signed Escrow Waiver

_____ _____

Kathryn L. Whittington, President Witness

_____

J.P. Ducro IV, Vice President

_____

Casey R. Kozlowski

RUDZIK EXCAVATING, INC.

NOT APPLICABLE – Contractor Signed Escrow Waiver

_____ _____

Jeffrey Rudzik, President Witness

_____

Date

ESCROW WAIVER

In accordance with a certain Contract between the Ashtabula County Board of Commissioners, Ohio, (hereinafter referred to as "the Owner") and Rudzik Excavating, Inc., (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

RUDZIK EXCAVATING, INC.

Jeffrey Rudzik, President

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

Witness

J.P. Ducro IV, Vice President

Casey R. Kozlowski

NOTICE TO PROCEED

Project: Carpenter Road Sanitary Sewer Overflow Elimination

Owner: Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

To: Rudzik Excavating, Inc.
401 Lowellville Road
Struthers, Ohio 44471

Date: August 1, 2024

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by July 19, 2024: To be extended by the number of days that the contract is executed past the original 60-day Award & Execution Period date of June 3, 2024.

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

REV. 01/22

ASHTABULA COUNTY

Dept. of Environmental Services

Ashtabula County Sanitary Engineer

Ashtabula County Water System

2024 Sanitary Sewer and Water Builders License

License is hereby granted to: 2024-30

License Number

RUDZIK EXCAVATING INC

PO BOX 206 STRUTHERS, OH. 44471-0206

To perform the work of sanitary sewer and waterline installation in the Ashtabula County Regional Sewer and Water District, in accordance with and subject to the provisions and restrictions of the Rules and Regulations governing such work, adopted and published by the Board of Ashtabula County Commissioners.

Issued this on May 17th 2024

This license expires on the 31sday of December, 2024

BOARD OF ASHTABULA COUNTY COMMISSIONERS
Jefferson, Ohio

Douglas G. Starkey
Ashtabula County Dept. of Environmental Services

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(http://ffr.ohioauditor.gov/)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(https://www.sos.state.oh.us/records/debarred-contractors/)

~~**B2) CHECK FEDERAL SAM (System for Award Management) for FEDERAL FUNDING (including sub-contractors), (if applicable)**~~
~~**(https://www.sam.gov/SAM/)**~~

C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION CONTRACT AWARD – ORC 9.32 (if applicable)

D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT OF CONTRACT EXECUTION – ORC 153.64 (if applicable)

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **rudzik**, **jeffrey**
Organization: **rudzik excavating**
Date: **4/8/2024 2:07:28 PM**

This search produced the following list of **7** possible matches:

Name/Organization	Address
Berry, Jeffrey	
Coyan, Jeffrey	17 Columbia St.
Shuran, Jeffrey	3083 Pondsford Drive
Smith, Jeffrey	125 Waterford Boulevard
Coyan, Jeff	17 Columbia St.
Rudder, Donna	88 Croft Lane
Rudder, Donna	88 Croft Lane

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Date Filed in Office	Debarment Period	Contractors, Subcontractors, & Officers	Address	Regarding Project	Case Number
1/12/2017	7/12/16-7/12/18	GM Mechanical, Inc.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	CM Mechanical Services, Ltd.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	Gerald E. Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631
1/12/2017	7/12/16-7/12/18	Cleide F. Miller a/k/a Clayge Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631

Ohio | Department of Administrative Services

Procurement Services

State of Ohio Debarment List

tate agencies given the authority to debar suppliers by the Ohio Revised Code (R.C.) are the Ohio Facilities onstruction Commission (OFCC), the Ohio Department of Transportation (ODOT), the Department of dministrative Services (DAS), and the Ohio Secretary of State. Respectively, debarment authority is given to ıese agencies by R.C. 153.02, 5513.06, 125.25. The reasons for debarment are also prescribed by these :atutes.

ı debarred supplier cannot participate (i.e., do any work in any capacity) in any State agency contracts until th ebarment period expires. Neither the Ohio Revised Code nor the Ohio Administrative Code (OAC) establish rescribed debarment periods. Instead, these are determined on a case-by-case basis.

Vhen conducting procurements, State agencies are required to use the Statewide Debarment List. For agencie sing OhioBuys, suppliers' profiles can be referenced to determine their debarment status, plus systematic ɔntrols are in place preventing debarred vendors from doing business with State agencies. Additionally, gencies must use the Ohio Secretary of State's Debarred Contractors List and the United States General ervices Administration's System for Award Management (SAM) list of federally debarred suppliers. State gencies are prohibited from awarding contracts, funded in whole or in part with state and/or federal funds, to ny person or company on any of these lists.

Rudzik Excavating, Inc.

Show 50 entrie

Vendor	Vendor ID	Address
No matching records found		

howing 0 to 0 of 0 entries (filtered from 33 total entries)

Previous Next

July 3, 2024

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

Re: ***Carpenter Road Sanitary Sewer Overflow Elimination***
Ashtabula County Board of Commissioners
Rudzik Excavating, Inc.

To Whom It May Concern:

In compliance with Ohio Revised Code Section 9.32, we are hereby notifying you on behalf of the Ashtabula County Board of Commissioners that the Ashtabula County Board of Commissioners awarded a contract for the above referenced project to Rudzik Excavating, Inc., currently named as principal on a Bond given as surety to the Ashtabula County Board of Commissioners.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

Patrick A. Blake, P.E.
Project Engineer

PAB:mep

cc: Laura M. Batchelder, Kernan Insurance Agency, Inc.

H:\2023\231140\SPEC\Contract Forms\Contract Letters.Docx

Michael Pittenger

From: Michael Pittenger
Sent: Wednesday, July 3, 2024 1:09 PM
To: 'jmzassick@firstenergycorp.com'; 'Relocation@dominionenergy.com'; 'bog11 @windstream.net'; 'tlk.cdoil@gmail.com'; 'barrmbarr1@hotmail.com'; 'Vinson, Brian H'; 'Sprague, Jason W'; 'DL-Great-Lakes-NEO-Akron-Construction-Long-Team'; 'jmpotter@aquaamerica.com'; 'claussr@yahoo.com'; Geneva - David Gilbert (waterworks@genevaohio.com)
Subject: RE: Construction Project Commencement - 231140 - Ashtabula Co - Carpenter Road Sanitary Sewer Overflow Elimination
Attachments: Utility email.pdf; 011100 - SUMMARY OF WORK.pdf; Bidders List Report.pdf

Please see the revised Utility email. Project is in Ashtabula County, not Wickliffe.

Thank You,

Michael E. Pittenger
Contract Document Coordinator
C: 440-487-6148 | **O:** 440-530-2205
8150 Sterling Court, Mentor, OH 44060

CT consultants
engineers • architects • planners
A Verdantas Company

From: Michael Pittenger
Sent: Wednesday, July 3, 2024 9:18 AM
To: jmzassick@firstenergycorp.com; Relocation@dominionenergy.com; bog11@windstream.net; tlk.cdoil@gmail.com; barrmbarr1@hotmail.com; Vinson, Brian H <brian.vinson@windstream.com>; Sprague, Jason W <Jason.Sprague@charter.com>; DL-Great-Lakes-NEO-Akron-Construction-Long-Team <DL-Great-Lakes-NEO-Akron-Construction-Long-Team@charter.com>; jmpotter@aquaamerica.com; claussr@yahoo.com; Geneva - David Gilbert (waterworks@genevaohio.com) <waterworks@genevaohio.com>
Subject: Construction Project Commencement - 231140 - Ashtabula Co - Carpenter Road Sanitary Sewer Overflow Elimination

Please see attached Notice of Construction Project Commencement.

Plans & Specs can be reviewed on our website at https://bids.ctconsultants.com - Opened & Awarded tab

Thank You,

Michael E. Pittenger
Contract Document Coordinator
C: 440-487-6148 | **O:** 440-530-2205
8150 Sterling Court, Mentor, OH 44060

CT consultants
engineers • architects • planners
A Verdantas Company

June 5, 2024

Heidi Smith,
Controller
Rudzik Excavating, Inc.
401 Lowellville Road
Struthers, OH 44471

SUBJECT: Certificate of Compliance Certification
Status: Conditional
Effective Dates: June 5, 2024 - December 5, 2024

Dear Heidi Smith:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues Rudzik Excavating, Inc. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for Rudzik Excavating, Inc. to maintain certification status, Rudzik Excavating, Inc. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which Rudzik Excavating, Inc. has agreed.

Sincerely,

Monica L. Womack
Chief

Frank LaRose
Ohio Secretary of State

Mon Apr 08 2024

Entity#: 1032931

Filing Type: CORPORATION FOR PROFIT

Original Filing Date: 09/02/1998

Location: STRUTHERS-

Business Name: RUDZIK EXCAVATING, INC.

Status: Active

Exp. Date: -

Agent/Registrant Information

JEFFREY A. RUDZIK
3800 EAST MIDLOTHIAN BLVD.
STRUTHERS OH 44471
07/22/2003
Active

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/FOR PROFIT	09/02/1998	199825200672
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	07/22/2003	200320302244

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 8th of April, A.D. 2024

Ohio Secretary of State

DOC ID ----> 199825200672

	DATE	DOCUMENT NO	DESCRIPTION		FILING	EXPED	PENALTY	CERT	COPY
1.	9/24/1998	199825200672	ARF DOMESTIC ARTICLES/FOR PROFIT		85.00	0.00	0.00	0.00	0.00
				TOTAL	85.00	0.00	0.00	0.00	0.00

Return To:
RUDZIK EXCAVATING
ATTN P.A.R.A. SERVICES INC.
6960 MARKET ST STE 114
BOARDMAN, OH 44512-0000

----------cut along the dotted line----------

The State of Ohio
Certificate

Secretary of State - Bob Taft

1032931

It is hereby certified that the Secretary of State of Ohio has custody of the business records for RUDZIK EXCAVATING, INC. and that said business records show the filing and recording of:

Document(s)	*Document No(s):*
DOMESTIC ARTICLES/FOR PROFIT	*199825200672*

United States of America
State of Ohio
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Witness my hand and the seal of the Secretary of State at Columbus, Ohio, This 2nd day of September, A.D. 1998

Bob Taft
Secretary of State

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STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

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It is hereby certified that the Secretary of State of Ohio has custody of the business records for

RUDZIK EXCAVATING, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	**200320302244**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 22nd day of July, A.D. 2003.

J. Kenneth Blackwell

Ohio Secretary of State

SECTION 3
GENERAL CONDITIONS

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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American Council of Engineering Companies

The Associated General Contractors of America
Skill · Responsibility · Integrity

ASCE American Society of Civil Engineers

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

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

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

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

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

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

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

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

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

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

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

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

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

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

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

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—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.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

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

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *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.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

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

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *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.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *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 Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

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1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases 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. 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 Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

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2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

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 Documents;

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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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

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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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier 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

2. 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.

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.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

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Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

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

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their 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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

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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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

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professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for 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 such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

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

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

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or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

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Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. 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 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, 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: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

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

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

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

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

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

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

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1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and 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;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

    a. Such insurance shall remain in effect for two years after final payment.

    b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

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, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, 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.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

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insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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 as trustee 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 utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

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against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

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ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

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

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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.

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6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "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 specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

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

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.

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2. *Substitute Items:*

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

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

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

3) will identify:

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

b) available engineering, sales, maintenance, repair, and replacement services; and

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4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

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

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute 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.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

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other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

   1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

   2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

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6.07 *Patent Fees and Royalties*

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

B. To the fullest extent permitted by Laws and Regulations, 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.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

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court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 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 by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

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shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

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

C. 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.

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

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1. *Shop Drawings:*

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

    b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

    a. Submit number of Samples specified in the Specifications.

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

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

C. *Submittal Procedures:*

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

    a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

    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 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 and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

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Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

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

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

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

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

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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 6.20.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.

6.21 *Delegation of Professional Design Services*

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

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

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

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

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

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ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

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

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

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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

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7.03 *Legal Relationships*

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

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

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

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8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. 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.

8.12 *Compliance with Safety Program*

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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. 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.

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

9.07 *Determinations for Unit Price Work*

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

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

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

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

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

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

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

10.02 *Unauthorized Changes in the Work*

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

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10.03 *Execution of Change Orders*

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

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

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

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

10.04 *Notification to Surety*

A. If 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.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

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

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opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

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

1. deny the Claim in whole or in part;

2. approve the Claim; or

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

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

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

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

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

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, 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, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

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Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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

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

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

5. Supplemental costs including the following:

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

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

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

    d. Sales, consumer, use, 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.

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f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

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

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

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D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

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

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

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

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

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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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

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

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

12.02 *Change of Contract Times*

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

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

12.03 *Delays*

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

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

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

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control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, 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.

13.03 *Tests and Inspections*

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

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

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

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

3. as otherwise specifically provided in the Contract Documents.

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

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

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

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

13.04 *Uncovering Work*

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

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

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

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

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

13.07 *Correction Period*

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

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

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

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

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

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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 (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

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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.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations 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 9.07, 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 Documents; 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

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b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

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

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

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d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

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 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

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

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

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.06 *Final Inspection*

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

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

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

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

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1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

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F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *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;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

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ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

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

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

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

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

17.02 *Computation of Times*

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

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17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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SECTION 4
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

SC-1.01 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

SC-2.02 Delete paragraph 2.02(A) in its entirety and insert the following in its place:

Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

SC-2.03(A) In the last sentence of 2.03A, change "sixtieth day" to "ninetieth day."

SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-4.06(G) Delete paragraph 4.06(G) in its entirety.

SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(a)	State	Statutory
(b)	Applicable Federal (e.g., Longshoreman's):	Statutory
(c)	Employer's Liability:	$1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

(a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Each Occurrence	$2,000,000
General Aggregate	$4,000,000

(b) Products and Completed Operations Aggregate $1,000,000

Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Personal and Advertising Injury (Per Person/Organization and per occurrence). $1,000,000

(d) Fire Damage $100,000

(e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)
Contractor may provide split limits or combined single limit.

(a) Split Limits:

Bodily Injury,	Each Person:	$2,000,000
	Each Occurrence	$2,000,000
Property Damage,	Each Occurrence	$1,000,000

or

(b) Combined Single Limit

Bodily Injury and Property Damage,		
	Each Occurrence	$2,000,000

SC-5.04(B)(3) Add the following to the end of the paragraph: “to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;”

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with an immediate Effective Date and the Owner listed as the insured (No additional insureds) for the following limits:

Each Occurrence	$1,000,000
General Aggregate	$2,000,000

Add the following section:

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner’s Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

Add the following section:

SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.07(B) Delete paragraph 6.07(B) in its entirety.

SC-6.09 (D) Add the following:

D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.

2. Establishing and administrating the site safety program and procedures for the project.

3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations.

5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.

7. Coordinate Owner interface for utility tie-ins/shut downs.

8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

SC-10.01 (A) Add the following:
The Owner may request from the Contractor and the Contractor shall provide within ten days of the request, a quote for all ordered changes in the work or work the Owner may be considering to be ordered. The quote shall be a line item, detailed, itemized breakdown of the work.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-14.02(A) (3) Delete Section 14.02(A) (3) of the General Conditions in its entirety and insert the following:

Until the job is 50% complete, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. After the work is 50% complete, no further funds shall be retained and the Contractor shall be paid 100% of the estimated value of the remaining labor and material completed in acceptable form, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Upon the Owner's agreement that the project is substantially complete, the Retainage may be reduced to twice the value of the remaining punch list work subject to the recommendation of the Engineer and the approval by the Owner.

Add the following section:

SC-14.02(A) (4)

Payment for stored materials at invoice prices or at the unit price bid for materials, or the lesser value of the two, will be made for accepted nonperishable equipment and materials which are to be incorporated into the work, when accepted, delivered, properly stored, and protected upon the site and verified to the Engineer by a copy of the invoice. For materials and equipment meeting the foregoing conditions, the Owner will pay, when properly included in an approved estimate, 92% of the invoice value of the same. Subsequent to the inclusion of a payment for delivered materials in a progress payment, Contractor shall submit no later than the next payment submission, a partial waiver of lien from each and every supplier for whom delivered materials were paid. If no such waiver is submitted prior to or along with the next payment, the amount of delivered materials paid commensurate with that particular item will be deducted from future payments. No payment for delivered materials shall be made for any items that are scheduled to be incorporated in the work within 30 days of submission of the pay estimate. Delivered materials will not be paid in any given month for a total amount less than $5,000.00. Payment for delivered materials for such items as pipe backfill and roadway subbase will not be routinely considered.

SC-16.01 Delete Article 16 in its entirety and replace with the following:

10/17

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - MEDIATION/ARBITRATION

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.01 All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.02 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 9.09 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.08 and the failure to demand arbitration within said thirty days' period will result in Engineer's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.08 will be made later than ten days after the part making such demand has delivered written notice of intention to appeal as provided in paragraph 10.05.

16.03 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.02 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.04 Except as provided in paragraph 16.05 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joiner or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant, and the officers, directors, agents, employees, or consultants of any of them) who is not a party to this contract unless:

(A) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

(B) such other person or entity is substantially involved in a question or law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

(C) the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific references to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.05 Notwithstanding paragraph 16.04 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR herein under. CONTRACTOR shall include in all subcontracts required by paragraph 6.06(G) a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work and such Subcontractor. Nothing in this paragraph 16.05 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.

16.06 The award rendered by the arbitration will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

16.07 OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claim, counterclaims, disputes and other matters in questions between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by the American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.01 through 16.06, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten-day time limits within which to file a demand for arbitration as provided in paragraphs 16.02 and 16.03 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

SECTION 5
SPECIFICATIONS

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION OF THE PROJECT

A. The project location is along Carpenter Road, in Saybrook Township, Ashtabula County, Ohio. Project extents begin on the North Side of Carpenter Road, and across from 4748 Carpenter Road and extends 2,300-feet due east, to an existing sanitary sewer manhole located east along the Roadway. The project scope also includes improvements at the Elm Drive Pump Station, located 120-feet West of the intersection of Lake Road and Elm Drive. Proposed gravity sewer is proposed to be installed at the east end of Carpenter Road with future service lateral stub for a re-commissioned structure owned by the County.

1.2 PROJECT DESCRIPTION

A. The project consists of an extension of a 10-inch PVC sanitary force main from an existing manhole along the frontage of 4748 Carpenter Road, to the existing sanitary gravity manhole approximately 2,300-feet east along Carpenter Road. The Elm Drive Pump station, which feeds the existing force main and the force main extension, is proposed to have the pump impellers upgraded to manage the additional flow and head from the extended length of force main. Work Scope also includes upgrading starters, breakers conduit, etc. within the pump control panel, per all manufacturer's recommendations. Work also includes extension of an 8-inch PVC sanitary sewer from the eastern intersection of Carpenter Road to a manhole, and a 6" PVC sanitary service lateral bored beneath Carpenter Road capped at the right of way line for future use and connection by the County.

1.3 SPECIFICATIONS

A. In general, these Specifications describe the work to be performed by the various trades, other than work specifically excluded. It shall be the responsibility of the Contractor and Subcontractors to perform all work incidental to their trade, whether specific mention is made of each item, unless such incidentals are included under another Item.

B. It is advised that the Contractor and all Subcontractors familiarize themselves with the contents of the complete Specifications, particularly for the trades preceding, following, related or adjacent to their work.

1.4 DRAWING SCHEDULE

A. The work to be done under this Contract is shown on the following Drawings:

Title	Sheet No.
Cover Sheet	1
Sheet Index	2
General Notes (1 of 2)	3

General Notes (2 of 2)	4
Pump Station Modification Plan	5
Elm Drive Lift Station Panel Details	6
Plan and Profile Sheets	7-11
Standard Details (1 of 2)	12
Standard Details (2 of 2)	13
Fire Station Sewer Extension:	
Section Under Carpenter Road	14
General Notes	15
Fire Station Extension Plan and Profile	16
General Details	17-19
SWPPP Notes	20
SWPPP Details	21-22

END OF SECTION 011100

SECTION 011419 – USE OF SITE

PART 1 - GENERAL

1.1 GENERAL

A. The Contractor will be allowed the use of as much of the site designated for the improvements as is necessary for his operation.

1.2 USE OF STREETS

A. During the progress of the work, the Contractor shall make ample provisions for both vehicle and pedestrian traffic on any public street and shall indemnify and save harmless the Owner from any expense whatsoever due to their operations over said streets. The Contractor shall also provide free access to all the fire hydrants, water, and gas valves located along the line of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Street intersections may be blocked only one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.

B. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done, and may deduct the cost of such work from any monies due the Contractor under this Agreement, but the performance of such work by the Owner at its instance shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

C. The Contractor shall repair at no cost to the Owner, all existing roads, parking areas, grassed areas that are damaged due to the execution of his work. The Contractor shall remove daily all mud, soil and debris that may be tracked onto existing streets, drives, or walks by his equipment or that of subcontractors or suppliers.

1.3 CLOSING STREETS TO TRAFFIC

The Contractor may with the approval of the Engineer, close streets, or parts of streets, to vehicular traffic. The streets are to remain closed as long as the construction work or the condition of the finished work requires or as determined by the Engineer. The Engineer shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time and may refuse to permit the closing of additional streets to traffic until the majority of the work on the closed streets is completed and they are opened to traffic.

1.4 RIGHTS-OF-WAY

A. Whenever it is required to perform work within the limits of public or private property or in rights-of-way, such work shall be done in conformity with all agreements between the Owner and the owners of such. Care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials, and the restoration of said public or private property to the same general conditions as pertained at the time of entry for work to be performed under this contract.

B. The Contractor shall not (except after consent from the proper parties) enter or occupy with men, tools or equipment, any land outside the rights-of-way or property of the Owner.

C. When the Contractor performs construction within 10 ft. of a right-of-way or easement line, he shall place tall stakes properly identified at points of change in width or direction of the right-of-way or easement line and at points along the line so that at least two stakes can be seen distinctly from any point on the line.

1.5 EASEMENTS

A. Where the work is to be constructed upon easements, such easements will be secured by the Owner without cost to the Contractor. The Contractor shall not enter upon or occupy any private property outside of the limits of the easements furnished.

B. Care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials, and the restoration of said public or private property to the same general conditions as pertained at the time of entry for work to be performed under this contract.

1.6 PROTECTING EXISTING BUILDINGS, STRUCTURES AND ROADWAYS

A. The Contractor shall, at his own expense, shore up and protect any buildings, roadways, utilities or other public or private structures which may be encountered or endangered in the prosecution of the work, and that may not be otherwise provided for, and he shall repair and make good any damages caused to any such property by reason of his operations. All existing fences removed due to the prosecution of the work shall be replaced by the Contractor. No extra payment will be made for said work or material, but the cost of this work must be included in the price stipulated for the work to be done under this contract.

1.7 SITE FACILITIES

A. The Contractor shall furnish and place sufficient quantities of portable toilet facilities at locations convenient for use by the Contractor's personnel, Subcontractors, the Engineer, and the Owner.

1.8 RESTORATION

A. The contractor shall restore all areas per the plans and specifications and if not specified, at least to the condition existing prior to the start of work.

END OF SECTION 011419

SECTION 011423 - ADDITIONAL WORK, OVERTIME

PART 1 - GENERAL

1.1 NIGHT, SUNDAY AND HOLIDAY WORK

A. No work will be permitted at night, Sunday or legal holidays except as noted on the plans or in the case of emergency and then only upon written authorization of the Engineer. Where no emergency exists, but the Contractor feels it advantageous to work at night, Sunday or legal holidays, the Contractor shall notify the Engineer at least two (2) days in advance, requesting written permission. Any work performed during the absence of the Engineer will be done at the Contractor's risk and responsibility and may be subject to rejection upon later inspection.

END OF SECTION 011423

SECTION 012513 – PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 MATERIALS AND EQUIPMENT

A. In the specifications and on the Engineer's drawings, are specified and shown certain pieces of equipment and materials deemed most suitable for the service anticipated. This is not done to eliminate other equipment and materials equally as good and efficient. The Contractor shall prepare his bid on the particular materials and equipment specified. Following the award of the contract, should the Contractor desire to use other equipment and materials, he shall submit to the Owner a written request for such change and state the advantage to the Owner and the savings or additional cost involved by the proposed substitution. The determination as to whether or not such change will be permitted rests with the Owner and the Engineer.

B. Each major item of equipment shall be inspected by a manufacturer's representative during installation and upon completion of the work. The Contractor shall supply the Engineer with a certificate of such inspection.

END OF SECTION 012513

SECTION 013119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 PRECONSTRUCTION MEETING

A. Prior to the Contractor beginning any work on the project, the Owner will schedule and hold a preconstruction meeting to discuss all aspects of the contract work.

B. The Contractor shall be present and be prepared to comment in detail on all aspects of his work.

C. The Contractor shall bring to the preconstruction meeting a proposed construction progress schedule, erosion control plan, quality control program, concrete mix designs, asphalt mix designs (JMF), etc. Approval of each by the Engineer is required prior to the start of any work.

D. Included in the construction progress schedule shall be an implementation sequence of the proposed erosion control efforts required by the contract.

1.2 PROGRESS MEETINGS

A. Monthly progress meetings will be held at a location to be determined by the Owner on a regularly scheduled day mutually convenient to the Owner, Contractor, and Engineer.

B. The Contractor shall provide an updated construction progress schedule and be prepared to comment in detail on all aspects of his work.

END OF SECTION 013119

SECTION 013223 – SURVEY AND LAYOUT DATA

PART 1 - GENERAL

1.1 STAKING

A. The Contractor shall hire a surveyor licensed in the state the work is to be installed to provide all reference points not already established and staking. The Contractor shall protect and preserve the established staking and reference points as long as required for installation of the work and field verifications by any party. The Contractor's surveyor shall replace and accurately relocate all staking and reference points so lost, destroyed or moved.

1.2 LAYOUT OF WORK

A. The Contractor shall lay out his work and be responsible for correct locations, elevations and dimensions of all work executed by him under this Contract. The Contractor must exercise proper precautions to verify the figures shown on the Drawings before laying out the work and will be held responsible for any error resulting from his failure to exercise such precaution. The Contractor shall insure the new construction aligns with any existing work.

END OF SECTION 013223

SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 PROGRESS PHOTOGRAPHS

A. The General Construction Contractor shall have two (2) color photographs made of the project every three (3) weeks it is in progress. The photographs shall be of such views and taken at such times as the Engineer directs.

B. All photographed work shall be done by a qualified, established, commercial photographer. Two (2) glossy prints of each photograph shall be furnished the Engineer and two (2) to the Owner. Prints shall be approximately 7-1/2 in. X 10 in. in size. Prints shall be inserted in transparent sheet protectors provided with punching for a 3-ring binder. Suitable binders shall be provided by the Contractor.

C. Each photograph shall have a permanent negative title block in the lower right hand corner or on the back, approximately 2-1/4 in. wide x 1-3/4 in. high, and stating therein in neat lettering:

1. Owner's Name
2. Contract Description
3. Contractor's Name
4. Description of View
5. Photo No._____, Date_____
6. Consulting Engineer

D. The arrangement of and the information in the title block, shall be subject to the Engineer's approval. The cost for all photographs shall be paid for by the General Construction Contractor.

END OF SECTION 013233

SECTION 013236 – VIDEO MONITORING AND DOCUMENTATION

PART 1 - GENERAL

1.1 SCOPE

A. Provide all labor, materials, equipment, and services, and perform all operations necessary to furnish to the Owner a complete color audio-video record on a USB Flash Drive of the surface features within the proposed construction zone of influence. This record shall include, but not be limited to, all audio-video USB Flash Drives, storage cases, video logs, and indexes. The purpose of this coverage shall be to accurately document the pre-construction condition of these surface features.

1.2 QUALIFICATIONS

A. The color audio-video documentation shall be done by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-video documentation. The firm shall furnish such information as the Owner deems necessary to determine the ability of that firm to perform the work in accordance with the Contract specifications.

1.3 PRODUCTS

A. The color audio-video recording delivered to the Owner shall be on a high quality USB Flash Drive.

END OF SECTION 013236

SECTION 013319 - FIELD TEST REPORTING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes, but is not limited to, services performed by (*an independent) (a)* testing laboratory. Laboratory services covered under this section are for testing materials used for field constructed elements of the work. Performance testing of manufactured items and shop fabricated materials shall be covered under their respective specification section.

B. All testing performed under this item shall be for the protection and benefit of the Owner and shall not be construed by the Contractor as a comprehensive quality control program intended to protect the Contractor, his subcontractors, or his suppliers. The testing frequency and types of testing shall be *(as scheduled herein) (at the discretion of the Owner).*

C. Inspections, tests, and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures and testing, which facilitate overall compliance with requirements of the contract documents. Requirements for the Contractor to provide quality control services as required by the Engineer, the Owner, governing authorities, or other authorized entities are not limited by the provisions of this Section.

D. The Contractor is required to cooperate with the *(independent)* testing laboratories performing required inspections, test, and similar services and the Engineer or his representative.

E. Materials and installed work may require testing or retesting at any time during progress of work. Retesting of rejected materials or installed work shall be done at Contractor's expense.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specifications sections, apply to work of this section.

B. The Contract Documents may include testing requirements furnished under other Sections. Work elements which may include other testing requirements are:
   1. Sanitary sewer systems.
   2. Electrical systems tested and certified by the Electrical Contractor.

1.3 SELECTION AND PAYMENT

(The Designer shall coordinate with the owner and select one payment method shown below. delete the other two paragraphs not used.)

A. The Owner will employ and pay for services of an independent testing laboratory to perform specified testing separate and apart from this contract. Payment for the samples or materials submitted shall be considered incidental to the related work bid item.

D. Employment of testing laboratory in no way relieves the Contractor of the obligation to perform work in accordance with requirements of the contract documents.

E. The testing laboratory and their personnel shall be under the direction of the Engineer's on-site representative, regardless of who employs their services.

1.4 REFERENCES

A. AASHTO T-19, Standard Method of Test for Unit Weight and Voids in Aggregate.

B. AASHTO T-37, Standard Method of Test for Sieve Analysis of mineral Filler for Road and Paving Materials.

C. AASHTO T-230, Standard Method of Test for Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures.

D. ASTM C-29, Standard Method of Test for Unit Weight and Voids in Aggregate.

E. ASTM C-31, Standard Practice for Making and Curing Concrete Test Specimens in the Field.

F. ASTM C-33, Standard Specification for Concrete Aggregates.

G. ASTM C-39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

H. ASTM C-40, Test Method for Organic Impurities in Fine Aggregates for Concrete.

I. ASTM C-42, Standard Test Methods for Obtaining and Testing Drilled Cored and Sawed Beams of Concrete.

J. ASTM C-88, Standard Test Method for Soundness of Aggregate by use of Sodium Sulfate or Magnesium Sulfate.

K. ASTM C-94, Standard Specification for Ready-Mixed Concrete.

L. ASTM C-117, Standard Test Method for Materials Finer than 75-um (No. 200) Sieve in Mineral Aggregates by Washing.

M. ASTM C-136, Standard Method for Sieve Analysis of Fine and Course Aggregate.

N. ASTM C-142, Test Method for Clay Lumps and Friable Particles in Aggregate.

O. ASTM C-143, Standard Test Method for Slump of Hydraulic Cement Concrete.

P. ASTM C-172, Standard Practice for Sampling Freshly Mixed Concrete.

Q. ASTM C-173, Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.

R. ASTM C-231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

S. ASTM C-535, Standard Test Method for Resistance to Degradation of Large-Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.

T. ASTM C-1064, Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete.

U. ASTM D-698, Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb. (2.49-kg) Rammer and 12-inc. (305-mm) Drop.

V. ASTM D-2487, Standard Test Method for Classification of Soils for engineer purposes.

W. ASTM D-2940, Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports.

X. ASTM D-4253, Standard Test Method for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.

Y. ASTM D-4254, Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

Z. ASTM D-4832, Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.

AA. ODOT Supplement 1021, Method of Test for Determination of the Percent of Fractured Pieces in Gravel.

AB. ODOT Supplement 1029, Method of Test for Determining the Percentage of Deleterious Materials in Course Aggregate.

AC. ODOT Supplement 1036, Method of Test for Determination of Percent Air Voids in Compacted Dense Bituminous Paving Mixtures.

AD. ODOT Supplement 1044, Mix Design Method for Bituminous Aggregate Base.

AE. Uni-Bell PVC Pipe Association UNI-B-6-98 for Low Pressure Air Testing of Installed Sewer Pipe.

AF. ASTM – C969 – Standard practice for infiltration and exfiltration acceptance of installed concrete sewer pipe.

1.5 SUBMITTALS

(Retain the following three paragraphs if the Contractor employs the testing laboratory.)

A. Prior to the start of work, submit testing laboratory name, address, and telephone number, and names of full-time *(registered Engineer) (specialist)* and responsible officer.

B. Submit copy of the testing laboratory's evaluation report issued by one of the evaluation authorities identified in Article 1.6 of this Section with memorandum of remedies of any deficiencies reported by the inspection.

C. Submit the chain of custody and other QA/QC procedures for each test to be utilized by the laboratory.

D. Submit a sample test report for review by the Engineer to demonstrate conformance with Article 3.2 herein.

1.6 QUALITY ASSURANCE

A. Except as otherwise indicated, the testing laboratory engaged shall be prequalified by the Ohio Department of Transportation for the types of services specified herein.

B. The field personnel utilized to perform all field-testing and preparation shall be certified for those tests being performed.

1.7 RESPONSIBILITIES

A. Testing Laboratory Responsibilities:
   1. Provide qualified personnel at the site. Cooperate with the Engineer and Contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with the specified standards.
   3. Ascertain compliance of materials and mixes with requirements of the contract documents.
   4. Immediately notify the Engineer and Contractor of observed irregularities or nonconformance of work or products.
   5. Perform additional tests required by the Engineer.

6. Testing personnel are to report to the Engineer or his representative upon arrival on site for instructions and requirements. Prior to leaving the site, furnish the Engineer or his representative all test results whether in a formal or informal format.
7. Attend preconstruction meetings and progress meetings.

B. Contractor Responsibilities:
1. Provide access to materials proposed to be used which require testing.
2. Cooperate with laboratory personnel and provide access to the work *(and to manufacturers' facilities).*
3. Provide incidental labor and facilities:
   a. To provide access to work to be tested.
   b. To obtain and handle samples at the site or at the source of products to be tested.
   c. To facilitate tests.
   d. To provide storage and curing of test samples as required by the testing laboratory.

4. Notify the Engineer 24 hours prior to expected time for operations requiring testing services for scheduling purposes. Materials will not be permitted to be placed without the proper testing being performed in conformance with this Section.

1.8 LIMITS OF LABORATORY AUTHORITY

A. The laboratory may not release, revoke, alter, or enlarge the requirements of the contract documents.

B. The laboratory may not approve or accept any portion of the work.

C. The laboratory may not assume any duties of the Contractor.

D. The laboratory has no authority to stop the work.

1.9 SCHEDULE OF TESTS

Testing anticipated on this project shall include, but is not limited to:

A. Earthwork
1. Special backfill material sieve analysis per ASTM C-136, one test per source.
2. On-site trench backfill analysis per ASTM D-2487, as directed by Engineer.
3. Pipe bedding and cover sieve analysis per ASTM C-136, one test per source.
4. Drainage fill sieve analysis per ASTM C-136, one test per source.
5. Soil compaction per ASTM D-698.
   a. Embankment testing shall be at least one (1) test/5,000 S.F. of each lift;

b. Trench backfill testing shall be at least one (1) test/50 L.F. of each lift;
c. Subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or 5,000 S.F. of slabs subject to greater frequency due to soil conditions or Engineer's direction.

6. Backfill compaction per ASTM D-4253 and D-4254, one test per 50 L.F. of each lift.
7. Low Strength Mortar testing per ASTM D-4832.

B. Concrete

1. Concrete aggregate deleterious substances per ASTM C-40, ASTM C-117, and ASTM C-142, one test per source.
2. Concrete aggregate abrasion per ASTM C-535, one test per source.
3. Sodium sulfate soundness of coarse aggregate per ASTM C-88, one test per source.
4. Sampling Fresh Concrete: ASTM C-172, except modified for slump to comply with ASTM C 94.

a. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.
b. Slump: ASTM C-143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
c. Air Content: ASTM C-173, volumetric method of lightweight concrete; ASTM C-231 pressure method for normal weight concrete; at least one for each pour of each type of air-entrained concrete, and each time a set of compression test specimens is made.
d. Concrete Temperature: ASTM C-1064, test hourly when air temperature is 40º F. (4º C.) and below, and when 80º F. (27º C.) and above; and each time a set of compression test specimens is made.
e. Compression Test Specimen: ASTM C-31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
f. Compressive Strength Tests: ASTM C-39; one set for each day's pour exceeding 5 cubic yards plus additional sets for each 50 cubic yards over and above the first 25 cubic yards of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days.
i. When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
ii. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no

individual strength test result falls below specified compressive strength by more than 500 psi.

g. Two (2) tests beams shall be made for each 250 square yards of concrete pavement and/or slabs on grade placed.
   i. For traffic to be allowed on pavement or slab, the modulus of rupture shall be a minimum of 600 psi for Class C concrete or 400 psi for ODOT Class MS or FS.

h. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.

5. Nondestructive Testing: Penetration resistance, sonoscope, or other nondestructive devices may be permitted but shall not be used as the sole basis for acceptance or rejection.

6. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Engineer. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

   a. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

C. Pavement
1. Aggregate base sieve analysis per ASTM D-2940, one test per source.
2. Sodium sulfate soundness of aggregate base per ASTM C-88, one test per source.
3. Percent of fractured pieces for aggregate base per ODOT Supplement 1021, one test per source.

D. Asphalt
1. Provide testing for mixture acceptance in accordance with Ohio Department of Transportation Procedures. The person performing the testing must have a current Level 1 Bituminous Concrete approval from ODOT.

E. Sewers
1. Deflection Testing
   a. All thermoplastic gravity sanitary sewer pipe shall be tested for allowable deflection.
   b. Deflection tests shall be performed before final acceptance and no sooner than thirty (30) days after installation of final backfill
   c. Maximum allowable pipe deflection shall be five (5) percent of the average inside diameter for the size and class of pipe specified.
   d. Acceptance testing shall be performed with a non-adjustable “go, no-go” mandrel with a minimum of eight (8) contact points. Adjustable mandrels for acceptance testing shall be used only with permission of the Engineer.

e. The mandrel size shall be ninety-five (95) percent of the average inside diameter for the size and class of pipe specified.

f. If the "go, no-go" mandrel will not pass through a section of pipe a deflectometer or adjustable mandrel may be used to determine the extent and/or severity of the non-acceptable area. A “go, no-go” mandrel shall be re-run through the pipe section for final acceptance testing at no additional cost to the Owner.

g. The Contractor or subcontractor performing the test shall be experienced and qualified to perform deflection testing with the equipment and procedures utilized. The contractor shall provide all labor, materials, tools and equipment necessary to clean and test all sections of sewer pipe, locate deficient areas, repair, deficient areas, and retest all repaired areas.

h. All sewer runs shall be cleaned prior to testing.

i. The acceptance test shall be performed without mechanical pulling devices.

j. All pipe failing the deflection test shall be exposed, repaired or replaced and retested at no additional cost to the Owner.

2. Leakage Testing

a. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

b. The Contractor shall perform sufficient tests to determine that the installation of all pipe materials have been as specified and that test results are in accordance with those required for approval of the installation.

c. The Contractor shall furnish all pressure gauges, suitable pump or pumps, pipes, test heads, and any other apparatus and materials used for these tests. These tests are to be considered as part of the work, and no additional compensation shall be made.

d. The tests shall be conducted under the direction of the Engineer or an appointed agent. Any testing done without direction and supervision as specified shall not be considered as a proper means of approval.

e. The Contractor may obtain water for testing as may be required by observing the rules and regulations enforced in the municipality in which the work is being done.

f. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

3. Infiltration and Exfiltration Testing

a. All sewers shall be tested using an exfiltration test or, where specifically allowed in writing by the Engineer, an infiltration test.

b. All sewers shall be tested. No visible leakage in the sewers or manholes shall be permitted.

c. Bulkheads shall be used to isolate the test sections as required to perform the work. All service laterals, stubs and fittings shall be plugged or capped at the connection to the test section.

d. Each manhole run shall be tested separately.

4. Exfiltration Testing

a. The test shall be performed first with a minimum head of water of three (3) feet above the top of the high end of the sewer or two (2) feet above the high end of the highest lateral in the section or sections to be tested, or three (3) feet above the existing groundwater elevation, whichever is higher.

b. The exfiltration test shall be conducted between two manholes by sealing the downstream end of the test section and all inlet sewers at the upstream manhole with pipe stoppers.

c. The average internal pressure in the system shall not exceed 11.6 feet of water or 5 psi and the maximum internal pipe pressure at the lowest end shall not exceed 23 feet of water or 10 psi.

d. Water shall be added to the pipe section at a steady rate from the upstream manhole to allow air to escape from the sewer until the water is at the specified level above the crown of the pipe. The water may stand in the pipe and manhole up to seventy-two (72) hours prior to measurement of leakage to allow for absorption by the pipe and bleeding of air. After absorption into the pipe and manhole has stabilized, the water in the upstream manhole shall be brought to test level.

e. The leakage rate shall be determined by measurement of the drop in water elevation measured in the upstream manhole and the loss of water calculated. The test period shall be a minimum of sixty (60) minutes duration. Use the following table to determine loss of water as measured in the manhole:

		Volume of Leakage	
Water Level Change in Test Manhole		4 Ft. Dia. MH	5 Ft. Dia. MH
(Inches)	(Feet)	(Gals.)	(Gals.)
1/8	0.01	0.98	1.53
1/4	0.02	1.96	3.06
3/8	0.03	2.94	4.59
1/2	0.04	3.92	6.12
5/8	0.05	4.90	7.65
3/4	0.06	5.87	9.18
7/8	0.07	6.85	10.71
1	0.08	7.83	12.24
1-1/8	0.09	8.81	13.77
1-1/4	0.10	9.79	15.30
1-3/8	0.11	10.77	16.83
1-1/2	0.12	11.75	18.36
1-5/8	0.13	12.72	19.89
1-3/4	0.14	13.71	21.42
1-7/8	0.16	14.69	22.90
2	0.17	15.67	24.48

5. Infiltration Testing
   a. An infiltration test shall be conducted for all sections of sewer, only when the ground water level is two (2) feet or more above the elevation of the inside crown of pipe at the upstream limit of the section being tested.
   b. The use of well point pumps or other dewatering devices shall have been discontinued for 24 hours prior to testing to permit the groundwater table to return to a static condition.
   c. The leakage rate shall be measured by a weir, by determination of the time required to fill a container of known volume, or other measuring device approved by the Engineer in the lower end of the sewer section to be tested.
   d. The incoming sewer or sewers in the upper end of the test section shall be securely sealed.

6. Allowable Leakage
   a. The maximum allowable leakage for either infiltration or exfiltration shall be *(50)* gallons per inch of internal pipe diameter per mile per day.
   b. If actual leakage measured exceeds the limits specified, the Contractor must locate and repair or remove and replace the defective pipe sections to the satisfaction of the Engineer and retest the section accordingly at no additional cost to the Owner.
   c. All sanitary manholes shall be tested separately by using an exfiltration test (or infiltration test where groundwater conditions permit) to two (2) feet above the highest joint with no measurable leakage for a one hour test.

7. Low Pressure Air Testing
   a. PVC sanitary sewers 54-inch diameter and less may be air tested as specified. If the groundwater level is two (2) feet or more above the top of the pipe at the upstream end or if the air pressure required for the test is greater than 5 psig, the air test method should not be used for RCP sanitary sewers.
   b. Each manhole run shall be tested separately, unless otherwise approved by the Engineer, as the construction progresses. Backfill shall be brought to final grade before testing. Testing shall be done prior to surface restoration, and preferably with not more than four (4) manhole runs constructed ahead of testing.
   c. Test equipment consists of valves and pressure gages to control airflow and to monitor pressure within the test section.
   d. The sewer shall be flushed and cleaned prior to testing to clean out any debris. The pipe surface should be wet for more consistent results.
   e. The section of pipe to be tested shall be plugged at each end and the ends of laterals, stubs and fittings to be included in the test section shall be plugged and securely braced to prevent air leakage, and possible blowouts.

f. Equipment used shall meet the following minimum requirements and be approved by the Engineer:
   i. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
   ii. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
   iii. All air used shall pass through a single control panel.
   iv. Three (3) individual hoses shall be used for the following connections:
      a). From control panel to pneumatic plugs for inflation.
      b). From control panel to sealed line for introducing the low pressure air.
      c). From sealed line to control panel for continually monitoring the air pressure rise in the sealed line.

g. All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be used for the test. The sealed pipe shall be pressurized to 9 psig. The plugs must hold against this pressure without having to be braced. No persons shall be allowed in the alignment of the pipe during plug testing.

h. After a manhole to manhole run of pipe has been backfilled and cleaned, and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole. Low pressure air shall be slowly introduced into this sealed line until the internal air pressure reaches approximately 4 psig greater than the average groundwater back pressure, but not greater than 9 psig for PVC pipe or 5 psig for RCP.

i. In areas where groundwater is known to exist, the Contractor must determine the average groundwater back pressure. The Contractor shall install a 1/2-inch diameter capped pipe nipple, approximately 10 inches long, through the manhole wall on top of one of the sanitary sewer lines entering the manhole. See Figure No. 1. This shall be done at the time the sanitary sewer line is installed or install an 8-inch diameter stand pipe outside of the manhole backfilled with a column of clean stone of 2-inch minimum diameter to subgrade. Immediately prior to the performance of the low pressure air test, the ground water back pressure shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clear it, and then connecting a clear plastic tube to the nipple. The plastic tube shall be vertical and a measurement of the height, in feet of water over the invert of the pipe shall be taken after the water has stopped rising in this plastic tube. This height, divided by 2.307, will equal the average groundwater back pressure.

j. At least two (2) minutes shall be allowed for the air to stabilize when the specified internal air pressure has been obtained. When the pressure has stabilized and is at or above 3.5 psig, the air hose from the control panel to the air supply shall be disconnected. The portion of the line being tested shall be termed "acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig

(greater than the average groundwater back pressure calculated) shall not be less than the time in the tables in Reference Table 1.

k. If a one (1) psi drop in pressure does not occur within the test time, the line has passed. If the pressure drop is more than one (1) psi during the test time, the line is presumed to have failed the test. If the line fails the test, segmented testing may establish the location of any leaks.

l. The Contractor must repair the leak or remove and replace the defective pipe section and re-test the section to the satisfaction of the Engineer at no additional cost to the Owner.

m. The pneumatic plugs must be installed in such a way as to prevent blowouts. Inasmuch as a force of 250 pounds is exerted on an 8-inch plug by an internal pipe pressure of 5 psi, it should be realized that sudden expulsion of a poorly installed plug or a plug, which is partially deflated before the pipe pressure is released, can be dangerous.

n. The Contractor should internally restrain or externally brace the plugs to the manhole wall as an added safety precaution throughout the test.

o. Pressurizing equipment shall include a regulator or relief valve set at no higher than 9 psig for PVC pipe or 5 psig for RCP pipe to avoid over-pressurizing and damaging an otherwise acceptable line.

p. No one shall be allowed in the trench or manholes during testing.

q. Plugs shall not be removed until all pressure has been released.

r. All sanitary manholes shall be tested separately by using an exfiltration test (or infiltration test where groundwater conditions permit) to two (2) feet above the highest joint with no measurable leakage for a one hour test.

s. The air test data sheet marked Exhibit "A" at the end of this section shall be filled out for each section of piping tested in this manner.

t. Testing concrete pipe sewer lines by the low pressure air test method will be per ASTM C924-02 and C1103.

8. Hydrostatic Testing – Pressure Pipe, For Watermain and Force Main

a. The pipe to be tested must be sufficiently backfilled to prevent movement while under test pressure.

b. Joint restraint at fittings should be permanent and constructed to withstand test pressure. If concrete thrust blocks are used, sufficient time must be allowed before testing to permit the concrete to cure. A cure time of seven (7) days is recommended when Type I Portland Cement is used; three (3) days is recommended when Type III high-early Portland Cement is used.

c. Test ends should be restrained to withstand the appreciable thrusts that are developed under test pressure.

d. Air pressure testing of installed pressure pipe is expressly prohibited.

e. Any testing performed without the knowledge of the Engineer shall not be considered a test for the purpose of this specification.

f. The hydrostatic testing sheet marked “Exhibit D” following this section shall be filled out for each section of piping tested in this manner.

g. After the pipe has been installed and partially backfilled (if applicable) subject all newly installed pipe, or any valved sections of it in such lengths of the force main as determined by the responsible agency, unless otherwise specified, to a hydrostatic pressure test equal to 1-1/2 times the line working pressure (50% over the working pressure) but not less than 1.25 times the working pressure at the highest point along the test section; but, in no case, shall such force mains be tested at less than 150 pounds per square inch.. The duration of each test shall be at least 2 hours.

h. Each section of pipeline shall be slowly filled with water and the specified test pressure, measured at the point of lowest elevation, shall be applied by means of a booster pump connected to the pipe in a manner satisfactory to the Engineer. The duration of the test shall be for a minimum of sixty (60) minutes.

i. No pipe installation will be accepted unless the leakage rate for the section of pipe being tested does not exceed a rate as shown on hydrostatic test chart, during a 24-hour test duration.

j. The Contractor shall furnish suitable means for determining the quantity of water lost by leakage during the test.

9. Manhole Vacuum Testing

a. Temporarily plug all pipe entering the manhole. Each plug must be installed at a location beyond the manhole/pipe gasket (i.e. outside the manhole wall), and shall be braced to prevent the plug or pipe from being drawn into the Manhole.

b. The test head shall be placed inside the rim of the cast iron frame at the top of the manhole and inflated, in accordance with the manufacturer’s recommendations.

c. A vacuum of at least 10 inches of mercury (10” Hg) shall be drawn on the manhole. Shut the line on the vacuum line to the manhole and shut off the pump or disconnect the vacuum line from the pump.

d. The pressure gauge shall be liquid filled, having a 3.5” diameter face with a reading from zero to thirty inches of mercury.

e. The manhole shall be considered to pass the vacuum test if the vacuum reading does not drop more than 1” Hg (i.e from 10” to 9” Hg) during the Table 1 minimum test time.

f. If a manhole fails the vacuum test, the manhole shall be repaired with non-shrinkable grout or other material or method approved by the engineer. The manhole surfaces shall be properly prepared prior to any repairs. Once the repair material has curred according to the manufacturer’s recommendations, the vacuum test shall be repeated. This process shall continue until a satisfactory test is obtained.

g. All temporary plugs and braces shall be removed after each test.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 SEQUENCING AND SCHEDULING

A. The Contractor shall coordinate the sequence of work activities so as to accommodate required testing and shall allow sufficient time for testing of materials by the laboratory so as to cause no delay in the work or the work of any other Contractor. In addition, the Contractor shall coordinate his work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests.

3.2 LABORATORY TEST RESULTS

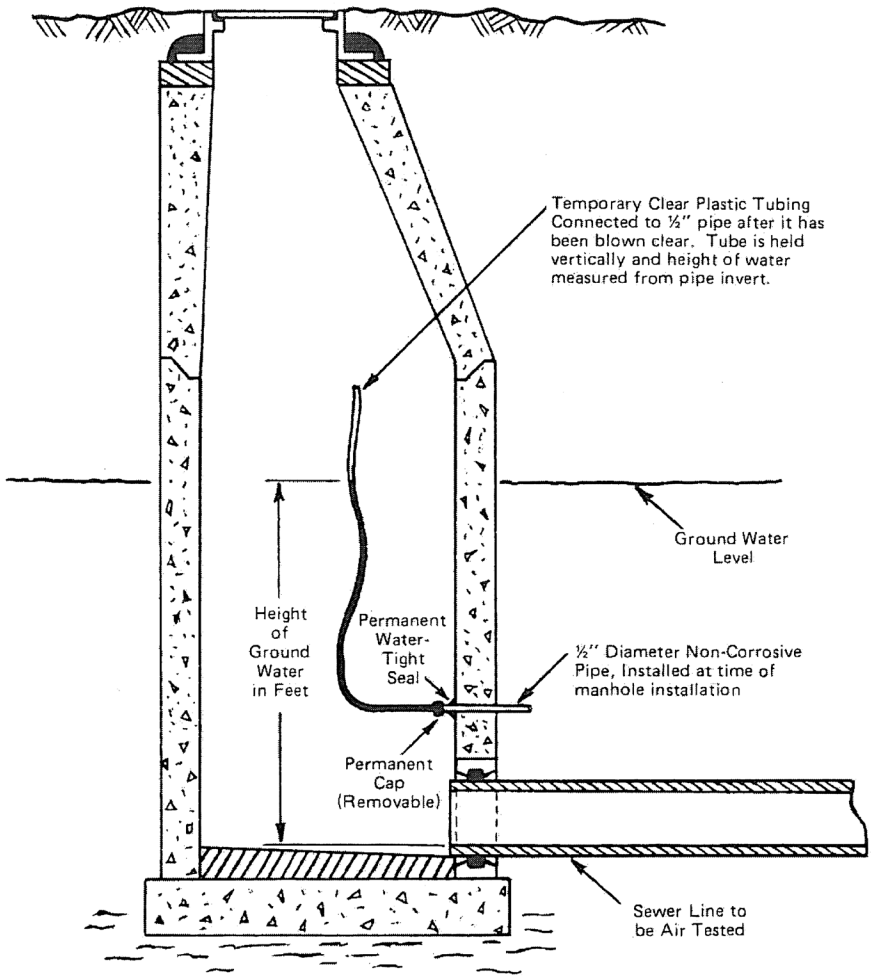
A. The testing laboratory shall submit a certified written report of each inspection, test, or similar service concurrently to the Owner, Engineer, and Contractor.

B. Written reports of each inspection, test, or similar service shall include, but not be limited to, the following:
   1. Name of testing laboratory.
   2. Project name and construction contract reference number.
   3. Dates and locations of samples and tests or inspections.
   4. Date of report.
   5. Names of individuals making the inspection or test.
   6. Designation of the work and test method.
   7. Test results.
   8. Notation of significant ambient conditions at the time of sample taking and testing.

END OF SECTION 013319

FIGURE NO. 1

**MANHOLE CROSS-SECTIONAL VIEW
OF THE PROPER METHOD FOR
DETERMINING GROUND WATER HEIGHT**



AIR TEST DATA SHEET
PIPE TESTING FORM

NOTE: Pressurize pipe to 4.5 P.S.I.F. and let stabilize for 5 minutes. Pressure should then be backed off to 4.0 P.S.I.G. and test time started.

JOB NAME: **SANITARY ☐** **STORM ☐** **DATE:**
JOB LOCATION: **TEST COMPANY:**
JOB NO. **PROJECT REP:**
SPECIFIED PRESSURE DROP ( ) P.S.I.G. **BASE PRESSURE: 4.0 P.S.I.G.** **PIPE MATERIAL:**
(See Table 1 or Table II for Reference) **(Note: No test shall exceed 9.0 P.S.I.G.)**

PIPE SECTION UNDER TEST										
UPSTREAM MH/STATION	DN-STREAM MH/STATION	PIPE DIAMETER	PIPE LENGTH	GROUND WATER DEPTH	BASE P.S.I.G. PLUS GROUND WATER ADJ. (÷ 2.31=P.S.I.G.)	TEST TIME DURATION	TEST START TIME	TEST STOP TIME	TEST TIME ELAPSED	PASS FAIL P or F

***Identify any section(s) that failed:**

***Leak (was) (was not) located. Method used:**

REMARKS:

TABLE I

Minimum specified time required for a 1.0 P.S.I.G. Pressure Drop

1 Pipe Diameter (Inches)	**2** Minimum Time (Min:Sec)	**3** Length for Minimum Time (Ft.)	**4** Time for Longer Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)							
				100 Ft.	150 Ft.	200 Ft.	250 Ft.	300 Ft.	350 Ft.	400 Ft.	450 Ft.
4	3:46	597	.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	28.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46
42	39:48	57	41.883 L	69:48	104:42	139:37	174:30	209:24	244:19	279:13	314:07
48	45:34	50	54.705 L	91:10	136:45	182:21	227:55	273:31	319:06	364:42	410:17
54	51:02	44	69.236 L	115:24	173:05	230:47	288:29	346:11	403:53	461:34	519:16
60	56:40	40	85.476 L	142:28	213:41	284:55	356:09	427:23	498:37	569:50	641:04

for size and length of pipe indicated for Q = 0.0015

NOTE: If there has been no leakage, (zero P.S.I.G. drop), after one hour of testing, the test shall be accepted and the test complete. (See Section 7.5)

TABLE II

Minimum specified time required for a 0.5 P.S.I.G. Pressure Drop
for size and length of pipe indicated for Q = 0.0015

1 Pipe Diameter (Inches)	**2** Minimum Time (Min:Sec)	**3** Length for Minimum Time (Ft.)	**4** Time for Longer Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)							
				100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.
4	1:53	597	.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:54
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07
33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57
36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23
42	19:54	57	20.942 L	34:54	52:21	69:49	87:15	104:42	122:10	139:37	157:04
48	22:47	50	27.352 L	45:35	68:23	91:11	113:58	136:46	159:33	182:21	205:09
54	25:31	44	34.618 L	57:42	86:33	115:24	144:15	173:05	201:56	230:47	259:38
60	28:20	40	42.738 L	71:14	106:51	142:28	178:05	213:41	249:18	284:55	320:32

NOTE: If there has been no leakage, (zero P.S.I.G. drop), after one hour of testing, the test shall be accepted and the test complete. (See Section 7.5)

CT CONSULTANTS, INC.
HYDROSTATIC LEAKAGE TEST

JOB. NO. _____ PROJECT: _____

CONTRACTOR: _____ CLIENT: _____

WATERLINE TESTED AT: _____ _____
(Street Name) (Station of Gauge)

FROM STATION _____ TO STATION _____ ON _____

WATERLINE SIZE _____ TYPE _____

TESTED _____, _____ AT _____ FOR _____
TOTAL L.F. PIPE SIZE PSI DURATION

ALLOWABLE LEAKAGE _____ PER 1,000 L.F. OR _____ PER _____
GALS./HR. TOTAL GALS. TOTAL L.F.

1ST TEST _____, _____ AND _____
PASS / FAIL PRESSURE LOST GALLONS LOST

2nd TEST _____, _____ AND _____
PASS / FAIL PRESSURE LOST GALLONS LOST

APPROVED BY _____
(INSPECTOR)

COMMENTS: _____

_____

ALLOWABLE LEAKAGE PER 1,000 FEET OF WATERMAIN:

PIPE SIZE INCH DIAMETER	ALLOWABLE LEAKAGE GALS. / 1,000 FEET
6	1
8	1.3
10	1.6
12	1.9
16	2.5
20	3.2
24	3.8
30	4.8
36	5.7

NOTE: IN NO CASE SHALL THE TESTED SECTION EXCEED 2,000 FEET IN LENGTH.

CT Consultants
engineers | architects | planners

PROJECT: _____ **SHEET NO. 1 OF** _____

JOB NO. _____ **STREET:** _____

CONTRACTOR: _____ **PROJECT REP:** _____

MANHOLE VACUUM TEST

M.H. NO.	M.H. Diameter (in.)	M.H. Depth (ft.) (btm.m.h. cover to shelf)	Vacuum Required (in Hg)	Vacuum Attained (in Hg)	Vacuum Drop (in Hg)	Holding Time Required (sec.)	Pass/ Fail	Date Tested	Contractor Attest	Engineer Attest	Remarks

TABLE 1 – Minimum Test Times for Various Manhole Diameter

Depth	Diameter, in.								
(ft)	30	33	36	42	48	54	60	66	72
Time(s)									
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	29	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	105
	39	42	49	59	69	81	91	101	113
	42	45	53	63	74	87	98	108	121

Note: Allowable drop equals 1 in. Hg for time shown

PROJECT REP: _____

DATE: _____

SECTION 013323 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 GENERAL

A. The Contractor shall submit detailed drawings, acceptable catalog data, specifications and material certifications for all equipment and materials specified or required for the proper completion of the work.

B. The intent of these items is to demonstrate compliance with the design concept of the work and to provide the detailed information necessary for the fabrication, assembly and installation of the work specified. It is not intended that every detail of all parts of manufactured equipment be submitted, however sufficient detail will be required to ascertain compliance with the specifications and establish the quality of the equipment proposed.

Shop Drawings shall be sufficiently clear and complete to enable the Engineer/Architect and Owner to determine that items proposed to be furnished conform to the specifications and that items delivered to the site are actually those that have been reviewed.

C. It is emphasized that the Engineer/Architect's review of Contractor's submitted data is for general conformance to the contract drawings and specifications but subject to the detailed requirements of drawings and specifications. Although the Engineer/Architect may review submitted data in detail, such review is an effort to discover errors and omissions in Contractor's drawings. The Engineer/Architect's review shall in no way relieve the Contractor of his obligation to properly coordinate the work and to Engineer/Architect the details of the work in such manner that the purposes and intent of the contract will be achieved. Such review by the Engineer/Architect shall not be construed as placing on him or on the Owner any responsibility for the accuracy and for proper fit, functioning or performance of any phase of the work included in the contract.

D. Shop Drawings shall be submitted in proper sequence and with due regard to the time required for checking, transmittal, and review so as to cause no delay in the work. The Contractor's failure to transmit appropriate submittals to the Engineer/Architect sufficiently in advance of the work shall not be grounds for time extension.

E. The Contractor shall submit Shop Drawings for all fabricated work and for all manufactured items required to be furnished in the Contract in accordance with the General Provisions and as specified herein. Shop Drawings shall be submitted in sufficient time to allow at least twenty-one (21) calendar days after receipt of the Shop Drawings from the Contractor for checking and processing by the Engineer/Architect.

F. It is the responsibility of each Prime Contractor to furnish to all other Prime Contractors and especially the General Construction Contractor reviewed Shop Drawings for guidance in interfacing the various trades; i.e., sleeves, inserts, anchor bolts, terminations, and space requirements.

G. No work shall be performed requiring Shop Drawings until same have been reviewed by Engineer/Architect.

H. Accepted and reviewed Shop Drawings shall not be construed as approval of changes from Contract plan and specification requirements.

I. The Engineer will review the first and second Shop Drawing item submittals at no cost to the Contractor. Review of the third submittal and any subsequent submittal will be at the Contractor's expense. Payment will be deducted from the Contract amount at a rate of 2.8 times direct labor cost plus expenses.

1.2 SUBMITTAL PROCEDURE

A. All required submissions shall be made to the Engineer by the Prime Contractor(s) only. Any data prepared by subcontractors and suppliers and all correspondence originating with subcontractors, suppliers, etc., shall be submitted through the Contractor.

B. Contractor shall review and approve all Shop Drawings prior to submission. Contractor's approval shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.

C. Submittal Preparation: Mark each submittal with a permanent label or page for identification. Provide the following information on the label for proper processing and recording of action taken:

1. Location
2. Project Name
3. Contract
4. Name and Address of Engineer/Architect
5. Name and Address of Contractor
6. Name and Address of Subcontractor
7. Name and Address of Supplier
8. Name of Manufacturer
9. Number and Title of appropriate Specification Section
10. Drawing Number and Detail References, as appropriate.
11. Submittal Sequence or Log Reference Number.

    a. Provide a space on the label for the Contractor's review and approval markings and a space for the Engineer/Architect's "Action Stamp".

D. Each Shop Drawing, sample and product data submitted by the Contractor shall have affixed to it the following Certification Statement including the Contractor's Company name and signed by the Contractor:

Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements.

_____ _____

Signature Date

_____

Company

E. Shop Drawings shall be submitted in not less than six (6) copies to the Engineer at the address specified at the Preconstruction Conference. Single mylar or sepia reproducible copies of simple Shop Drawings may be submitted with prior approval of the Engineer.

F. At the time of each submission, Contractor shall in writing identify any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

G. Drawings shall be clean, legible and shall show necessary working dimensions, arrangement, material finish, erection data, and like information needed to define what is to be furnished and to establish its suitability for the intended use. Specifications may be required for equipment or materials to establish any characteristics of performance where such are pertinent. Suitable catalog data sheets showing all options and marked with complete model numbers may, in certain instances, be sufficient to define the articles which it is proposed to furnish.

H. For product which require submittal of samples, furnish samples so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted. Properly label samples, indicating the material or product represented, its place of origin, the names of the vendor and Contractor and the name of the project for which it is intended. Ship samples prepaid. Accompany samples with pertinent data required to judge the quality and acceptability of the sample, such as certified test records and, where required for proper evaluation, certified chemical analyses.

1.3 REVIEW PROCEDURE

A. Engineer will review with reasonable promptness all properly submitted Shop Drawings. Such review shall be only for conformance with the design concept of the Project and for compliance with the information given in the plans and specifications and shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto.

B. The review of a separate item as such will not constitute the review of the assembly in which the item functions. The Contractor shall submit entire systems as a package.

C. All Shop Drawings submitted for review shall be stamped with the Engineer/Architect's action and associated comments.

D. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer/Architect will review each submittal, mark to indicate action taken, and return accordingly. Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

1. If Shop Drawings are found to be in general compliance, such review will be indicated by marking the first statement.
2. If only minor notes in reasonable number are needed, the Engineer/Architect will make same on all copies and mark the second statement. Shop Drawings so marked need not be resubmitted.
3. If the submitted Shop Drawings are incomplete or inadequate, the Engineer/Architect will mark the third statement, request such additional information as required, and explain the reasons for revision. The Contractor shall be responsible for revisions, and/or providing needed information, without undue delay, until such Shop Drawings are acceptable. Shop Drawings marked with No. 3 shall be completed resubmitted.
4. If the submitted Shop Drawings are not in compliance with the Contract Documents, the Engineer/Architect will mark the fourth statement. The Contractor will be responsible to submit a new offering conforming to specific products specified herein and/or as directed per review citations.

E. No submittal requiring a Change Order for either value or substitution or both, will be returned until the Change Order is approved or otherwise directed by the Owner.

APPLICATION FOR USE OF SUBSTITUTE ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

_____	_____	_____
Page	Paragraph	Description

A. The undersigned requests consideration of the following as a substitute item in accordance with Article 6.05 of the General Conditions.

_____

B. Change in Contract Price (indicate + or -) $ _____

C. Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323.

D. Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments are correct:

1. The proposed substitute does not affect dimensions shown on Drawings.

2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.

3. The proposed substitution will have no adverse affect on other contractors, the construction schedule, or specified warranty requirements. (If proposed substitution affects construction schedule, indicate below using + or -)

_____ CONSECUTIVE CALENDAR DAYS

4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item, and agrees to reimburse the OWNER for the charges of the ENGINEER for evaluating this proposed substitute item.

E. Signature: _____

Firm: _____

Address: _____

_____

Telephone: _____ Date: _____

Attachments: _____

_____

_____

_____

For use by ENGINEER:

_____Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.
_____Accepted as evidenced by included CHANGE ORDER.
_____Not accepted as submitted. See Remarks.
_____Acceptance requires completion of submittal as required for SHOP DRAWINGS.
_____Not accepted. Do not resubmit.

By: _____ Date: _____

Remarks: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

APPLICATION FOR USE OF "OR-EQUAL" ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

_____	_____	_____
Page	Paragraph	Description

A. The undersigned requests consideration of the following as an "or-equal" item in accordance with Article 6.05 of the General Conditions.

_____

B. Change in Contract Price (indicate + or -) $ _____

C. Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323.

D. Signature:

_____

Firm:

_____

Address:

_____

_____

Telephone: _____ Date: _____

Attachments: _____

_____

_____

_____

For use by ENGINEER:

_____Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.
_____Accepted as evidenced by included CHANGE ORDER.
_____Not accepted as submitted. See Remarks.
_____Acceptance requires completion of submittal as required for SHOP DRAWINGS.
_____Not accepted. Do not resubmit.

By: _____ Date: _____

Remarks: _____

END OF SECTION 013323

SECTION 013326 – PRODUCT TESTING AND CERTIFYING

PART 1 - GENERAL

1.1 QUALITY OF MATERIALS

A. Where the specifications call for mill or shop tests, the Contractor shall furnish duplicate copies of attested manufacturer's certificates showing details of quality or performance sufficient to demonstrate conformity to contract requirements. Mill, shop or witness tests shall be subject to view by the Engineer's representative, but the Engineer's representation shall not relieve the Contractor from the necessity of furnishing certificates specified. The Engineer shall be notified by the Contractor in writing, sufficiently in advance of the time of making tests, so that proper arrangements may be made. Waiving of witness of tests by the Engineer may be in writing only by the Engineer. All costs for travel, lodging, food and transportation that are necessary for the Engineer's representative and the Owner's representative to attend witness tests shall be included in the Contractor's bid for those item(s) specifically designated as being subject to witness testing.

B. Unless otherwise specified, all materials, equipment and articles shall be erected, installed, applied, or connected, used, cleaned, and conditioned in accordance with the printed instructions and directions of the manufacturer.

C. The installation shall be so made that its several component parts will function together as a workable system. It shall be complete with all accessories necessary for its operation and shall be left with all equipment properly adjusted and in working order.

D. The work shall be executed in conformity with the best practice and so as to contribute to efficiency of operation, minimum maintenance, accessibility and sightliness. It shall also be executed so that the installation will conform and accommodate itself to the building structure, its equipment and usage.

E. Whenever in the contract documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment is to be regarded merely as a standard and such trade name shall be followed by "or equal".

1.2 QUALITY ASSURANCE

A. The equipment and materials to be furnished under this Contract shall be the products of well established and reliable firms which have had ample experience for at least five (5) years in the manufacture of equipment or materials similar in design and of equal quality to that specified. If required, the manufacturer shall submit a list of installations of similar equipment which have been in successful operation for at least five (5) years.

1.3 EXPERIENCE CLAUSE REQUIREMENT AND PERFORMANCE BONDS FOR MANUFACTURER

A. For every piece of equipment furnished under this Contract, the manufacturer will be required to have a minimum of five (5) years of experience in providing this specific type of equipment. In lieu of this experience requirement, the manufacturer will be required to provide performance bond(s) for the faithful performance of the equipment and guarantee payment in a sum of not less than one hundred and fifty percent (150%) of the total equipment price for the completed work for that item. In the absence of verifiable experience, the manufacturer will be required to provide the performance bond(s) for the same number of years that the manufacturer was found lacking in experience from the specified five (5) year period. The performance bond(s) shall be from an approved surety company, to the satisfaction of the Owner's Law Director.

B. Agents of bonding companies which write bonds for the performance and payment of the contract shall furnish power of attorney bearing the seal of the company, evidencing such agent's authority to execute the particular type of bond to be furnished, and evidencing also the right of the surety company to do business in the State of Ohio. Copy of this proof shall be attached to each copy of the contract.

C. The bond shall be purchased through a surety company with a local agent upon whom service of process can be made.

D. In event of failure of surety or co-surety, the manufacturer shall immediately furnish a new bond, as required herein. The manufacturer's bond will not be released until all provisions of the contract have been fulfilled.

E. The surety used for the bid bond and performance bond shall be listed in the latest U.S. Treasury Circular 570 and the Penal Sums shall be within the maximum specified for such company in said Circular 570.

END OF SECTION 013326

SECTION 013326.01 - QUALITY CONTROL PLAN

PART 1 - GENERAL

1.1 QUALITY CONTROL

A. The Contractor shall be responsible for the quality of all materials incorporated into the project work and shall be responsible for all costs of testing and certification of same. The Contractor shall provide the Engineer a list of three (3) local qualified firms for the City to select from to be the Contractor's testing firm.

B. The Contractor shall provide the Engineer with a Quality Control Plan in which his testing methods/procedures are defined. Said Plan shall meet with the approval of the Engineer and include identification of laboratories, types of testing, and the tentative amount and scheduling of each.

All certifications of tests and/or gradations for materials to be utilized in the work and all quality control testing shall be performed by an independent laboratory (not affiliated with, owned by, or managed by the Contractor). The laboratory shall be accredited by the AASHTO Materials Reference Laboratory for the type of testing performed.

C. The Owner may perform field Quality Assurance testing; however, such testing shall not relieve the Contractor from the responsibility of Quality Control testing or from supplying certificates from manufacturers or suppliers to demonstrate compliance with the specifications. It is intended that the testing by the Contractor and the Owner be complimentary toward a quality project; however, the Contractor may not assume the Owner will test or that any tests will be done in lieu of the Contractor's own Quality Control testing. In the same sense, the Contractor may not rely on Owner Quality Assurance testing as a basis of acceptance or approval of his work nor may any Owner performed testing be reflected in his submitted plan.

1.2 TEST CRITERIA

A. The following tests at a minimum shall be included with the Contractor's Quality Control Plan in accordance with the specifications:

1. Aggregates

a. For each material and/or different source, the laboratory shall perform soundness, gradation, and other tests for all parameters specified. Aggregates incorporated into concrete or asphalt mixes shall also be tested for moisture content daily.

2. Compaction Tests

a. Compaction tests or field density tests shall be taken on all embankment, trench backfill, subgrade, and subbase materials.
b. Minimum testing shall be as follows:

Trench backfill testing shall be at least one (1) test/50 L.F. of each lift; Subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or /5000 S.F. of slabs; subject to greater frequency due to soil conditions or Engineer's direction.

c. Proctors or relative density tests shall be performed as often as necessary for the differing soils or granular materials utilized. Proctors shall be run with a minimum of 5 points. Test reports shall show the wet (bulk) weight, dry weight, wet (bulk) density, dry density, moisture content weight and moisture content percentage. Both the dry curve and the wet curve shall be plotted. The source materials shall be tested for gradation, Atterberg limits, shore-hydrometer and moisture content.

3. Concrete Mix Design

   a. For each type of concrete, the laboratory shall perform the necessary mix design providing all test data as required by the specifications.

4. Concrete Field and Laboratory Tests

   a. The laboratory shall cast concrete cylinders:
      1) One set of four cylinders per 50 C.Y. with a minimum of two sets per day. The cylinders shall be broken: one at 7 days, two at 28 days, one at 56 days, unless otherwise directed by the Engineer.
   b. Temperature and unit weight shall be run on fresh concrete at intervals sufficient for the type of structure being placed and a minimum of once per day. Bulk weight, bucket weight, (tare), net weight, bucket factor (bucket volume) and unit weight shall be recorded on the fresh concrete report. Show all batch weights for yield calculations. Slump and air content tests shall be taken a minimum of one test per 20 C.Y. and at least once per day.
   c. All field and laboratory testing shall be performed by technicians certified by the American Concrete Institute (ACI) for the type of testing performed.
   d. Initial cure of all cylinders shall be in a temperature controlled cure box or temperature controlled water tank with a hi-low thermometer. Hi-low temperature readings shall be recorded on the fresh concrete report.

1.3 LABORATORY REPORTS

A. Reports of laboratory and field tests will be distributed to the Engineer, Owner, and Suppliers within 24 hours of completion.

END OF SECTION 013326.01

SECTION 013543 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 UNNECESSARY NOISE, DUST AND ODORS

A. The Contractor's performance of this contract shall be conducted to eliminate all unnecessary noise, dust and odors.

1.2 SEWAGE, SURFACE AND FLOOD FLOWS

A. The Contractor shall take whatever action is necessary to provide all necessary tools, equipment and machinery to adequately handle all sewage, surface flows and flood flows which may be encountered during the performance of the work. The entire cost of and liability for handling such flows is the responsibility of the Contractor and shall be included in the price for the appropriate item.

1.3 WORK IN FREEZING WEATHER

A. Written permission from the Engineer shall be obtained before any work is performed which, in the judgment of the Engineer, may be affected by frost, cold, or snow. When work is performed under such conditions, the Contractor shall provide facilities for heating the materials and for protecting the finished work.

1.4 POLLUTION CONTROL

A. It shall be the responsibility of the Contractor to prevent or limit pollution of air and water resulting from his operations.

B. The Contractor shall perform work required to prevent soil from eroding or otherwise entering onto all paved areas and into natural watercourses, ditches, and public sewer systems. This work shall conform to all local ordinances and/or regulations, if any, and if not otherwise regulated by local ordinances or regulations shall at a minimum conform to the Ohio EPA General Storm Water NPDES Permit for Construction Activities and the Ohio Department of Natural Resources Rainwater and Land Development manual. This work may consist of but not be limited to construction and continual maintenance of silt fence, bio bag filters, sedimentation traps, stilling basins, check dams, temporary seeding, temporary mulching, erosion mats and other means to clarify waters containing suspended materials from excavations, embankments, cleared and grubbed or stripped areas, stockpiles, well points, and disposal sites and shall be commensurate with the contractor’s schedule, sequence of work, means and methods. If a SWPPP plan is not required for the project, the contractor shall at a minimum submit a plan of his proposed erosion control prevention methods for approval by the Owner and/or other regulatory authorities having jurisdiction prior to starting any construction activities which may cause erosion.

C. The Contractor shall perform work required to prevent dust attributable to his operations from entering the atmosphere. Dust on unsurfaced streets or parking areas and any remaining dust on surfaced streets shall be controlled with water and/or calcium chloride dust palliative as needed.

D. Any material removed from sanitary, or storm sewers shall be disposed in accordance with all applicable regulations.

END OF SECTION 013543

SECTION 014126 - GENERAL REGULATIONS AND PERMITS

PART 1 - GENERAL

1.1 REGISTRATION

All Contractors and subcontractors shall be registered with the Building Department having jurisdiction. Contact the Building Department for additional registration information.

1.2 PERMITS

The Contractor shall apply for and pay for all permits from the Owner and/or other authorities having jurisdiction.

1.3 ARCHAEOLOGICAL DISCOVERIES

Contractors and subcontractors are required under Ohio Revised Code (O.R.C.) Section 149.53, to notify Ohio's State Historic Preservation Office (SHPO), and to cooperate with that office in archaeological and historic surveys and mitigation efforts if such discoveries are uncovered within the project area.

Contact: Ohio's State Historic Preservation Office
Diana Welling, Resource Protection & Review Department Manager
Phone: 1-614-298-2000
Email: dwelling@ohiohistory.org

Should archaeological discoveries or other activities delay progress of the work, an adjustment in contract time will be made.

END OF SECTION 014126

SECTION 014223 - INDUSTRY STANDARDS

PART 1 - GENERAL

1.1 ABBREVIATIONS

A. Abbreviations, as used, designate the following:

AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
AIEE	-	American Institute of Electrical Engineers
AISC	-	American Institute of Steel Construction
ANSI	-	American National Standards Institute
ASTM	-	American Society of Testing and Materials
AWWA	-	American Water Works Association
CMS	-	Construction and Material Specifications
NEMA	-	National Electrical Manufacturers Association
ODOT	-	Ohio Department of Transportation
ORC	-	Ohio Revised Code
UL	-	Underwriters Laboratories, Inc.

1.2 REFERENCE TO OTHER SPECIFICATIONS

A. Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used, unless otherwise noted on the plans or in the specifications.

1.3 CODES AND STANDARDS

A. All work provided for by these specifications must be installed according to the provisions of the State and local building codes, subject to inspection and acceptance by the State and local inspectors.

END OF SECTION 014223

SECTION 014323 – QUALIFICATIONS OF TRADESMEN

PART 1 - GENERAL

1.1 CHARACTER OF WORKMEN AND EQUIPMENT

A. The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey directions of the Owner or his representative, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Owner so orders, and shall not be re-employed unless express permission be given by the Owner. The methods, equipment and appliances used on the work and the labor employed shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the specified time limit.

B. In hiring of employees for the performance of work under this Contract, or any Subcontract hereunder, no Contractor or Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the State of Ohio in the work to which the employment relates. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex or color.

END OF SECTION 014323

SECTION 015100 - TEMPORARY POWER SERVICE

PART 1 - GENERAL

1.1 ELECTRICAL POWER

A. The Contractor shall furnish at his own expense all electrical power which may be required for the project. All temporary lines shall be furnished and installed by the Contractor at his own expense in a manner which meets the approval of the Engineer, and shall be removed by the Contractor at the completion of the construction.

END OF SECTION 015100

SECTION 015213 - FIRST AID

PART 1 - GENERAL

1.1 AID TO THE INJURED

The Contractor shall keep in their office and on the work site, all articles necessary for giving "First Aid to the Injured". They shall also have standing arrangements for the immediate removal and hospital treatment of any employee or other person who may be injured on the work site.

END OF SECTION 015213

SECTION 015526 - TEMPORARY TRAFFIC CONTROL DEVICES

PART 1 - GENERAL

1.1 BARRICADES, SIGNS AND LIGHTS

A. The Contractor shall employ watchmen on the work when and as necessary. The Contractor shall erect and maintain such strong and suitable barriers and such lights as will effectively prevent the occurrence of any accident to health, limb or property. Lights shall be maintained between the hours of one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.

B. No manhole, trench, excavation will be left open awaiting connection or removal at a later date by the Contractor's forces or others but shall be temporarily backfilled and resurfaced if applicable with a temporary pavement passable to traffic at no additional cost to the Owner.

C. In addition to other safety requirements, a minimum of four (4) foot high fence will be incorporated around any shaft or manhole or other excavation left open at the end of a day's work.

1.2 MAINTENANCE OF TRAFFIC

A. The Contractor is required to provide maintenance of traffic in conformance with the Ohio Manual of Uniform Traffic Control Devices and Item 614 of the current Construction and Material Specifications of the Ohio Department of Transportation.

B. This work shall include providing suitable and satisfactorily trained and properly attired flagmen for use at any location where existing roadway is narrowed to a width of less than 2 full lanes (18 feet).

C. The Contractor is also responsible for maintaining local access to all residences and businesses along the route of the construction and to provide whatever temporary materials are necessary to provide a safe, adequate drive surface.

D. At all trenching locations, Contractor shall provide suitable flashers, barricades, and traffic control devices as may be deemed necessary by the Engineer or the responsible authority in the case of the Department of Transportation. This may extend to maintain facilities on a 24-hour basis until such time as the areas are completely backfilled.

END OF SECTION 015526

SECTION 016600 - PRODUCT HANDLING AND PROTECTION

PART 1 - GENERAL

1.1 DELIVERY AND STORAGE OF MATERIALS

A. The Contractor shall be responsible for delivery and storage of all materials.

B. The Contractor shall coordinate with the Engineer on the arrangement for storing construction materials and equipment. Deliveries of all construction materials and equipment should be made at suitable times.

C. The Contractor shall store all materials required for the performance of this contract at sites designated by the Engineer.

D. All stockpiles shall be neat, compact, completely safe, and barricaded with warning lights if necessary.

E. Precautions shall be taken so that no shade trees, shrubs, flowers, sidewalks, driveways or other facilities will be damaged by the storage of materials. The Contractor shall be responsible for the restoration of all stockpile sites to their original condition.

F. Materials, tools and machinery shall not be piled or placed against shade trees, unless they shall be amply protected against injury therefrom. All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time so as to warn the traffic of such obstruction.

G. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, shall again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the construction site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at his expense. Private property shall not be used for storage purposes without written permission of the property owner or lessee, and copies of such written permission shall be furnished the Engineer. All storage sites shall be restored to their original condition by the Contractor at his expense.

END OF SECTION 016600

SECTION 016617 - MAINTENANCE

PART 1 - GENERAL

1.1 DESCRIPTION

A. This Section provides general requirements for the maintenance of equipment in the field. Storage maintenance requirements are provided by Section 016600, Product Handling and Protection. Specific maintenance requirements are provided by manufacturers per individual Sections in the Project Manual.

B. Maintenance is performed to ensure delivery to the Owner of equipment in an undeteriorated and fully serviceable condition.

C. This Section also includes requirements for preventive and corrective maintenance during operation of the equipment prior to the commencement of the Warranty period.

1.2 RELATED SECTIONS

A. Section 016600, Product Handling and Protection.

1.3 DEFINITIONS

A. Storage maintenance consists of establishing and maintaining the environment required by the stored materials and performing periodic servicing.

B. Preventive maintenance consists of activities performed on a periodic basis to maintain operating or operational items or equipment.

C. Corrective maintenance consists of correcting faults or failures in an item or equipment. This may include adjustments or replacement of defective parts.

1.4 SUBMITTALS

A. The Maintenance Log shall be submitted to the Owner upon completion of the Operational Demonstration and before the start of the Warranty period.

B. No submittals are required by this Section, except as noted above. Maintenance schedules and practices shall conform to approved submittals required by individual Sections in the Project Manual.

PART 2 – PRODUCTS

2.1 COMPONENTS, ACCESSORIES AND REPAIR PARTS

A. All components, accessories and repair parts used in maintenance shall be supplied by or approved by the equipment manufacturer for use on the equipment.

2.2 SOURCE QUALITY CONTROL

A. All parts and materials used in maintenance shall meet the quality control requirements provided for the item or equipment. These are specified in individual Sections of the Project Manual.

PART 3 – EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

A. The Contractor shall prepare a Maintenance Log for all equipment.

1. This log shall include a list of required maintenance services and inspections, as provided by the manufacturer, and submitted under individual Sections of the Project Manual.

2. The Maintenance Log shall include checklists for the periodic services and inspections required.

3. The Contractor shall initial and date the requisite log entries upon completion of the individual servicing or inspection.

4. The Maintenance Log shall be located in the Contractor's Field Office and shall be available for review by the Owner until it is submitted for record purposes upon completion of the Operational Demonstration and the start of the Warranty period.

3.2 PREPARATION

A. Before removing an item from storage per Section 016600, the Contractor all review the installed location. Protection and services at the installed location must meet the equipment storage requirements.

B. Before moving equipment to the installed location, the Contractor shall have available materials for temporary shelter or services required to establish the proper storage environment after the equipment is installed until it is placed in service in its final operating environment.

3.3 PERFORMANCE OF MAINTENANCE

A. The Contractor shall perform all storage and preventive maintenance and inspections required by the manufacturer at the specified intervals.

B. When notified by the Owner, the Contractor will perform corrective maintenance. This will be performed at no cost to the Owner. Corrective maintenance will be performed per manufacturer's written instructions or by direction of the approved representative of the manufacturer.

C. The Contractor shall restore equipment to its operating condition before start-up.

D. The Contractor shall re-establish storage maintenance in the event an item or equipment is removed from service.

E. When the equipment warranty becomes effective, the Owner will assume responsibility for its maintenance.

END OF SECTION 016617

SECTION 017517 - STARTING OF SYSTEMS/COMMISSIONING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. This Section includes general requirements for the commissioning of the Work and start-up and operation of systems and equipment.

1.2 SUMMARY

A. Starting, testing, and operating the completed Work including systems and equipment until Substantial Completion is achieved and operation of the completed Work including systems or equipment are accepted by the Owner. Contractor shall cooperate and coordinate with the Owner in the operation, maintenance, and adjustment of the Work.

1.3 RELATED SECTIONS

A. Section 013323, Shop Drawings, Product Data and Samples

B. Section 016617, Maintenance

C. Section 017901, Operational Demonstration

1.4 DEFINITIONS

A. Commissioning: Commissioning is the series of activities, or process, necessary to ensure that systems and equipment are designed, installed, functionally tested, started up and capable of being operated and maintained to perform in conformity with the design intent for the facility improvements. Commissioning includes, but is not limited to factory testing, field testing, dry testing, wet testing, performance testing, manufacturer's checkout, start-up, and Operational Demonstration.

B. Factory Testing: Factory Testing is performance testing, operation testing, or documentation verification conducted in the production facilities, or specialized test facilities, of the equipment supplier. Such testing shall conform to the requirements of the individual sections of the Contract Documents.

"Witnessed" Factory Testing shall mean that the testing is witnessed by the Owner or his designated representative.

C. Field Testing: Field Testing is performance testing, operation testing, or documentation verification conducted in the field after installation, to provide comparison with the results obtained in the Factory Testing.

D. Dry Testing: Dry Testing is performed by the Contractor without introducing either process material or other test material into the component, system, or unit process.

E. Wet Testing: Wet Testing is testing performed by the Contractor utilizing test material in the component, system, or unit process.

F. Performance Testing: Performance Testing is performed by the Contractor to demonstrate system performance in accordance with the Project Manual requirements.

G. Manufacturer's Check-Out: Field inspection, testing, adjustments, and sign off by the approved representative of the Manufacturer, indicating that the component, system, or unit process meets the manufacturer's requirements.

H. Start-Up: Narrowly defined as placing a component, system, or unit process on-line. Start-up can be a commissioning activity or a normal operating activity.

I. Operational Demonstration: A commissioning activity performed by the Contractor wherein the Contractor operates and maintains a fully functional component, system, or unit process for a period of time after stable operation has been achieved.

1.5 SUBMITTALS

A. Quality Control Submittals:

1. Field Installation Reports – Submit reports by Manufacturer's Representative in accordance with Paragraph 3.4 of this Section.

B. Commissioning Documentation: Contractor shall prepare and submit all documentation for review and approval. The documentation shall include, but not be limited to, the following:

1. Certification by the preparer that he/she is the person responsible for the data, and that the data is authentic and accurate.

2. Certification by the Contractor or equipment or unit process systems supplier that the equipment or the unit process systems were operated continuously for the specified period and that the equipment or unit process systems operated in compliance with the specified operating conditions, parameters, and performance: and that the equipment or unit process systems are suitable for Performance Testing.

3. Pertinent background information shall include, but not be limited to, the following:

a. Equipment or unit process systems Started-Up and Commissioned
b. Start-Up and Commissioning dates
c. Items or performance criteria tested clearly showing requirements and field data that verify requirements were met.
d. Names of witnesses for Start-Up and Commissioning.
e. Any repairs, corrections, or modifications required for the equipment or unit process systems to successfully complete Start-Up and Commissioning.
f. Loop diagrams accurately depicting the installed condition of instrumentation and controls.
g. Any other important background information.

4. Appendix

a. A summary of all data used in the calculation, including source, formulas with all terms defined.
b. Calculations for all data submitted, fully defined.
c. Copies of all raw field data sheets, including those indicating sampling point locations, and notes.
d. Production and/or operational data.
e. Calibration procedures and worksheets for sampling equipment.
f. Copies of calibration records for instrumentation.
g. PLC Ladder logic documented with comments.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

A. The Contractor shall inspect systems and equipment prior to each start-up and verify their readiness for start-up. Conditions hazardous to equipment or personnel shall be corrected by the Contractor prior to start-up of equipment.

1. Start-up operations shall not proceed using temporary power or temporary instrumentation and control wiring. All electrical and control connections shall be permanent and complete, and all such electrical components and equipment fully functional.
2. Use of repair parts during start-up operations shall not be permitted, except in such situations where the actual on-site verification of such repair parts' operability is specified.
3. The Contractor shall verify that all initial copies of the Maintenance and Operating Instructions have received an acceptable disposition as defined in Section 013323, and the only outstanding item is the field verification of the Instructions.

B. On successful completion of Start-up, process flows shall be used for commissioning the equipment and unit process systems to show the equipment and unit process systems function properly. Commissioning shall confirm the proper operation of the equipment and unit process systems with process fluids and process solids, adjustment shall be made, and the equipment or unit process systems shall be optimized and brought into compliance with design criteria in preparation for Operational Demonstration.

C. The Contractor shall coordinate all Start-up and Commissioning activities for equipment and unit processes. The Contractor shall develop a detailed start-up and commissioning plan that includes the following as a minimum:

1. Description of the overall general start-up and commissioning process.
2. List of equipment and unit process systems included for start-up and commissioning activities.
3. Detailed start-up and commissioning sequence of activities.
4. Listing of staff and responsibilities for activities.
5. Contractor shall use a form that will be provided by the Owner.

3.2 PREPARATION

A. Prior to start-up of equipment or systems, all necessary test equipment shall be in place and operable.

B. Approved representative(s) of the Manufacturer and Contractor shall be present for the initial start-up of systems or equipment.

C. The Contractor shall request permission to start-up equipment, including electrical gear, and notify the Owner using a standard Start-Up Request form.

1. The Start-Up Request shall be submitted to the Owner a minimum of 72 hours before the scheduled start-up. Requests shall be made during normal working hours.

2. The Contractor shall provide all information in the first Section of the Start-Up Request form.

3. The Owner will indicate approval or disapproval of the request.

4. Approval of the request is based solely on impact on plant operations. Approval does not relieve the Contractor of any responsibility for plant and personnel safety.

5. The Contractor shall obtain the approved Start-Up Request prior to the system or equipment start-up.

6. If training is to be conducted in conjunction with the start-up this should be indicated on the Start-Up Request form.

7. Start-ups performed at the direction of the Contractor, per paragraph 3.3(G) of this Section, do not require advance notification to the Engineer.

D. Normal installation checks, such as for rotation, are not considered start-ups and do not normally require start-up notification. For all equipment and systems so designated in the Contract Documents, or so designated by the Engineer, such checks shall be under the supervision of the approved representative of the manufacturer, and shall be reviewed by the Engineer.

1. All electrical apparatus which is energized shall be clearly marked.

3.3 CONDUCT OF START-UP AND COMMISSIONING

A. Start-up:

1. All initial start-ups of equipment or systems shall be performed under the technical direction of the approved representative of the manufacturer.

2. Any lack of readiness of associated systems or failure of a system or equipment previously started prior to the date of Final Completion of the Project shall require additional initial start-up service to be performed, under the direction of the approved representative of the manufacturer.

3. The Contractor shall repair, replace or modify any equipment or system which fails to perform as specified in the Contract Documents. Such repair, replacement or modification of deficient work shall be performed under the terms of the General Conditions.

4. During the Operational Demonstration period per Section 017901, Operational Demonstration and at other times when the system is on-line and an integral part of the Wastewater Treatment Plant operations and process, start-ups shall be performed as required by the Contractor.

B. The Contractor shall be responsible for commissioning all work. Final acceptance shall be by the Owner.

C. The Contractor is responsible for the performance and operation of the systems and equipment during commissioning.

D. When Owner personnel are operating systems or equipment, the Contractor shall make available, at all times, persons knowledgeable about the systems or equipment to direct the Owner personnel in its operation.

E. The Contractor shall make all adjustments and corrections necessary to achieve normal, stable operation of systems. Adjustment and corrections shall be in accordance with Section 016617, Maintenance.

F. Any failures of equipment or systems operated under the direction of the Contractor shall be considered deficiencies and shall be corrected in accordance with the General Conditions.

G. During the Operational Demonstration period as defined in Section 017902, Operational Demonstration and at other times, the work will be on-line and an integral part of the Wastewater Treatment Plant operations and process. The Owner maintains control of Wastewater Treatment Plant operations and processes at all times. Therefore:

1. The Contractor shall not commence, resume, terminate, or suspend the operations without the permission of the Owner and only in a sequence and manner suitable to the Owner.

2. The Contractor shall immediately, on a 24-hour per day, 7-day per week basis, adjust or repair any malfunction in the work which in the opinion of the Owner jeopardizes or may jeopardize the proper operation of the Wastewater Treatment Plant.

3. The Contractor shall not start-up, shut down, adjust, or otherwise alter the operation of any component, system, or unit process without the permission of the Owner except in the case of an emergency and in accordance with the General Conditions.

3.4 QUALITY CONTROL

A. Reports of the Approved Representative of the Manufacturer:

1. The approved representative of the manufacturer shall prepare a daily report on each site visit for each system or item of equipment inspected, adjusted, started-up, or worked on.
2. The report shall state the purpose of the visit, the representative's observations and conclusions, and recommendations for further visits or action.
3. The reports shall be submitted in accordance with Section 013323, Shop Drawings, Product Data and Samples within three (3) days of the visit.

END OF SECTION 017517

SECTION 017800 - FINAL COMPLIANCE AND SUBMITTALS

PART 1 - GENERAL

1.1 The following forms and related sign-offs shall be documented in accordance with provisions of the contract. These forms shall be completed by the Contractor and approved by the Owner before final retainer is approved for release. Forms for Items A to E will be attached to the Contractor's executed copy of the contract.

A. Certificate of Substantial Completion (To be submitted at time of Substantial Completion).

B. Contractor's Certification of Completion.

C. Contractor's Affidavit of Prevailing Wage.

D. Consent of Surety Company for Final Payment.

E. Affidavit of Final Acceptance Date and Correction Period.

F. Before the OWNER will approve and accept the work and release the retainer, the CONTRACTOR will furnish the OWNER a written report indicating the resolution of any and all property damage claims filed with the CONTRACTOR by any party during the construction period. The information to be supplied shall include, but not be limited to, name of claimant, date filed with CONTRACTOR, name of insurance company and/or adjuster handling claim, how claim was resolved and if claim was not resolved for the full amount, a statement indicating the reason for such action.

END OF SECTION 017800

SECTION 017821 - CLEANING AND PROTECTION

PART 1 - GENERAL

1.1 GENERAL

A. On or before the completion date for the work, the Contractor shall tear down and remove all temporary structures built by him, and shall repair and replace all parts of existing embankments, fences or other structures which were removed or injured by his operations or by the employees of the Contractor. The Contractor shall thoroughly clean out all buildings, sewers, drains, pipes, manholes, inlets and miscellaneous and appurtenant structures, and shall remove all rubbish leaving the grounds in a neat and satisfactory condition.

B. As circumstances require and when ordered by the Engineer, the Contractor shall clean the road, driveway, and/or sidewalk on which construction activity under this contract has resulted in dirt or any other foreign material being deposited with an automatic self-contained mechanical sweeper with integral water spray, vacuum and on-board or supplementary containment.

C. Failure to comply with this requirement when ordered by the Engineer or his representative, may serve as cause for the Engineer to stop the work and to withhold any monies due the Contractor until such order has been complied with to the satisfaction of the Engineer.

D. As the work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from his work. Particular attention shall be given to minimizing any fire and safety hazard from form materials or from other combustibles as may be used in connection with the work, which should be removed daily.

E. During and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flooding or breakage thereby permitting all work to be left in a new condition at the completion of the contract.

END OF SECTION 017821

SECTION 017823 – MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 OPERATION AND MAINTENANCE MANUALS

A. Operation and maintenance information shall be submitted for all manufactured items, i.e. equipment, hardware, pumps, valves, motors, etc.

B. This manual will either contain or make reference to all information that has been issued during the construction and start-up periods, as well as information necessary for the proper operation and maintenance of equipment.

C. It shall be the responsibility of the Contractor who supplies such equipment to obtain from his vendors the required information and submit to the Engineer. This information will be accepted only if properly identified and only after it has been revised, where necessary, to conform to previous transmittals of the same material that have been "approved as noted" by the Engineer. All submittals shall be on 8-1/2" X 11" size paper or folded to that size.

D. In general and where applicable, the information shall consist of, but not be limited to, six (6) sets of the following:

1. Descriptive literature, bulletins or other data covering equipment or system.
2. Complete list of equipment and appurtenances included with system, complete with manufacturer and model number.
3. Utility requirements.
4. General arrangement drawing.
5. Sectional assembly.
6. Dimension print.
7. Materials of construction.
8. Certified performance curve.
9. Performance guarantee.
10. Parts list.
11. Recommended spare parts list with part and catalog number.
12. Lubrication recommendations and instructions.
13. Schematic wiring diagrams.
14. Schematic piping diagrams.
15. Instrumentation data.
16. Drive dimensions and data.
17. Control data.
18. Operating instructions.
19. Maintenance instructions including troubleshooting guidelines and preventative maintenance instructions with task schedule.
20. Required tools and equipment for operation and maintenance.
21. Safety considerations for O & M procedures.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORDS, DRAWINGS

PART 1 - GENERAL

1.1 RECORD DRAWINGS

A. The Contractor shall furnish an authentic set of marked-up drawings showing the installation insofar as the installation shall have differed from the Engineer's drawings. The drawings shall be delivered to the Engineer for revising of the original drawings immediately after final acceptance by the Owner.

B. The Contractor shall furnish dimensioned drawings indicating locations of all underground mechanical and electrical facilities.

1.2 SERVICE CONNECTION RECORDS

A. The Contractor shall record the location of all service and property connections, new or existing, encountered during installation of utilities constructed under this contract. Such records shall be turned over to the Owner upon completion of the work. The cost of making such records shall be included in the various unit or lump sum prices stipulated for the various items of the work.

END OF SECTION 017839

SECTION 017901 – OPERATIONAL DEMONSTRATION

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION

A. Work Included:

A demonstration of the operation of all systems is required. This Operational Demonstration shall be conducted, coordinated and recorded by the Contractor in accordance with the requirements specified herein.

1.2 SUMMARY

A. Section Includes:

1. Requirements for the conduct and reporting of the Operational Demonstration. This work is additional to any other installation, shop and factory testing, field testing, dry testing, wet testing, performance testing, balancing, or adjustments required elsewhere in the Contract Documents.

1.3 RELATED SECTIONS

A. Section 017517, Starting of Systems / Commissioning

1.4 DEFINITIONS

A. Operational Demonstration is defined in Section 017517, Starting of Systems/Commissioning.

B. Operational Demonstration Log: A chronological record of the status of the system and equipment during the Operational Demonstration. All changes in status or system parameters, adjustments, and results of tests shall be included. Entries shall be made, noting the date and time, at the occurrence of each event. Operational Demonstration Logs shall be on a form acceptable to the Owner.

1.5 SUBMITTALS

A. Quality Control Submittals:

1. Test Reports:
   a. Operational Demonstration log per subparagraph 3.4.A of this Section.
   b. Report of Operational Demonstration per subparagraph 3.4.B.2 of this Section.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

A. Before beginning the Operational Demonstration, the Contractor shall verify that:

1. All required construction activities are completed, including any activities by any entity that would interrupt the normal operations of the system. Coordinate with the Owner to resolve such conflicts.

2. Adequate parts and supplies for routine maintenance and replacement are on hand to support system operation through the demonstration period.

3. Start-up of equipment and systems per Section 017517, Starting of Systems/Commissioning has been completed.

4. All Repair Parts and Maintenance Materials have been delivered to the Owner.

5. Certain Instruction of Operating Personnel (training) has been scheduled to take place during the Operational Demonstration where specified. All other training will occur within 45 days prior to initiation of Operational Demonstration. The training of Operations Personnel shall be scheduled to take place during the first half of the demonstration period, and the remaining training of Electrical, Instrumentation and Maintenance Personnel shall be scheduled to be complete before the end of the Operational Demonstration.

6. The field verification of the Initial Maintenance and Operating Inspections has been completed in accordance with the Specifications.

3.2 PREPARATION

A. The Contractor shall provide two (2) representatives, a prime and an alternate, who will be responsible for the Operational Demonstration. These representatives will:

1. Demonstrate the operation of systems and equipment to the Owner's operating personnel.

2. Direct maintenance and repair work, by either the Contractor or the approved representative of the manufacturer of the system components and equipment.

3. Maintain a log of the Operational Demonstration, as described herein.

4. Be available at all times during the Operational Demonstration to perform these duties.

B. Submit start-up notification to the Owner per Section 017517, Starting of Systems/Commissioning.

3.3 OPERATIONAL DEMONSTRATION

A. The Contractor shall perform an Operational Demonstration of the work. Unless otherwise specified, the Operational Demonstration shall be a continuous 30-day, (720 hours) period during which the work is operated and maintained in a continuously on-line, fully functional process status.

B. The Operational Demonstration shall encompass the entire work, or the portion thereof designated for Substantial Completion.

C. Filling, draining, heating or cooling to temperature, stabilizing, adjusting, or other start-up activity time shall not be counted as Operational Demonstration time.

D. During the Operational Demonstration period, the Contractor shall provide 24-hour per day, 7 days per week on-site supervision, in addition to the requirements of supervision as stated in the General Conditions. The Contractor shall provide labor and sufficient material to fully operate and maintain the work 24 hours per day, 7 days per week.

E. When systems are on-line, conform to the requirements of Section 017517, Starting of Systems/Commissioning, Paragraph 3.3(G) for alterations in the Wastewater Treatment Plant processes.

F. During the first half of the Operational Demonstration of the system and equipment, Owner personnel will observe the Contractor's personnel operating systems and equipment. The Contractor shall cooperate with this familiarization process.

G. After the first 15 days of Operational Demonstration of system and equipment, operation of equipment will be assumed by the Owner personnel, under the direction of the Contractor, as described in Section 017517, Starting of Systems/Commissioning.

H. Start-up and operation of the system and all associated equipment shall be in accordance with the Initial Maintenance and Operating Instructions which have received an acceptable disposition from the Owner. If deviations from these instructions are necessary, these shall be noted in the Operational Demonstration Log, and subsequently submitted as revisions to the Maintenance and Operating Instructions. During the period of time between the completion of the Operational Demonstration and the Date of substantial Completion, the system and equipment will be operated and maintained under the requirements of the second half of the Operational Demonstration. The Owner will not assume full responsibility for maintenance of the system and equipment until all conditions for Substantial Completion have been satisfied and both the Contractor and Owner and accepted the Certificate of Substantial Completion.

I. All required maintenance and servicing prior to the Date of Substantial Completion shall be performed by the Contractor at the specified interval and as necessary. All maintenance and servicing shall be noted in the Operational Demonstration Log.

J. All outages of equipment, system(s), or the plant should be noted in the Operational Demonstration Log. The Contractor is responsible for the safe and orderly shutdown and restart of equipment as necessary in the event of an outage. Outage time is not to be included in the Operational Demonstration period.

K. The Contractor shall attend operational coordination meetings as called by the Owner to review operating conditions of equipment and systems.

L. If, during the Operational Demonstration, any part of the work fails to fully conform to the requirements of the Contract Documents, the Operational Demonstration shall be considered to have failed, and the work shall not be considered to be Substantially Complete as defined in the General Conditions and the Owner shall so notify the Contractor in writing. If, during the Operation Demonstration, the provisions of the General Conditions are evoked to stop the work, the Operational Demonstration will also be considered to have failed.

M. Upon failure of the Operational Demonstration, the Contractor shall promptly remedy any defects in the work and shall promptly reschedule and re-start the complete 30 day, (720 hours) Operational Demonstration time period. No Operational Demonstration time will be considered to have accrued to any part of the work by reason of a failed Operational Demonstration.

N. During the Operational Demonstration, the Owner may require or permit the Operational Demonstration to be suspended:

1. As provided in the General Conditions.

2. Upon the written request of the Contractor to correct or adjust the work when in the judgment of the Owner such required correction or adjustment is insufficient to deem the Operational Demonstration to have failed.

3. If the Operational Demonstration is suspended for any reason except failure, Operational Demonstration time shall accrue to the work from the time of the beginning of the Operational Demonstration to the time of the suspension.

3.4 REPORTING

A. Daily: Copy of the Operational demonstration Logs shall be submitted to the Owner by 9:00 a.m. the following day.

B. Within two (2) weeks of the termination or completion of the Operational Demonstration, the Contractor shall submit for approval:

1. Any changes to the Maintenance and Operating Instructions.

2. A report of the Operational Demonstration, describing the equipment utilized and any repairs, modifications, adjustments, or other work performed during the demonstration period.

C. In the event the conduct of the Operational Demonstration or the submittals are unacceptable to the Owner, the Contractor shall perform the additional work or demonstrations required per the General Conditions.

END OF SECTION 017901

SECTION 024119 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. This section includes removal of pavement, piping, and equipment necessary to clear space for new construction and/or to rehabilitate existing construction.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

A. State and local code requirements shall control the disposal of debris resulting from the removal operation.

1.4 PROTECTION

A. Structures shall be removed in such a manner as not to damage portions of the existing structure which are to remain in place.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 PAVEMENTS, SIDEWALKS, CURBING, SIMILAR STRUCTURES

A. Removal of existing pavements, sidewalks, curbing, and similar structures shall end at an existing joint or a sawed joint. Sawed joints shall be straight, neat and free from chipped or damaged edges.

B. For removal of reinforced or non-reinforced concrete, the minimum depth of saw cut shall be 3 in.

C. For removal of reinforced concrete, the depth of saw cut shall be sufficient to cut the steel.

D. If the concrete is coated with a bituminous surface or other material, the depth shall be sufficient to cut into the concrete, not including the coating depth, as specified above.

3.2 EXCAVATION OF RIGID PAVEMENT

A. The Contractor shall excavate rigid pavement, consisting of concrete or concrete base with a wearing surface of brick or bituminous concrete, wherever such excavation is required for the purpose of this Contract.

B. Pavement shall be excavated to neat lines and, only to widths required for trenches, for pipe laying and for construction of structures. Adequate provision shall be made to prevent settlement and breakage of pavement beyond the approved limits of excavation.

C. All pavement broken or damaged beyond the limits above stated, or the approved extension thereof, shall be replaced by the Contractor at his expense.

3.3 CATCH BASINS, INLETS AND SIMILAR STRUCTURES

A. Existing drainage structure designated by the Engineer to be removed shall be completely removed.

B. Abandoned sewers shall be sealed and made watertight with approved masonry bulkheads.

C. All castings salvaged from abandoned or removed drainage structures shall remain the property of the Owner and shall be cleaned and transported by the Contractor to a site designated by the Engineer or incorporated in the work where called for on the Drawings, scheduled, or so directed.

3.4 FENCE

A. Where so required by the Drawings, existing fence shall be carefully dismantled and stored for reuse or for salvage by the Owner.

B. Wood posts and other materials not considered salvageable by the Engineer shall be disposed of by the Contractor.

C. The Contractor will be required to replace, at no cost to the Owner, material lost or damaged by negligence or by the use of improper methods.

3.5 EQUIPMENT REMOVAL

A. All equipment, valves, piping, fittings, and miscellaneous steel structures that are removed shall remain the property of the Owner and shall be stored at site selected by the Owner. The Owner reserves the right to require the Contractor to dispose of certain unwanted portions of removed equipment and materials. The Owner shall have the right to reject any or all materials removed during construction, and the Contractor shall haul away and dispose of these materials in a suitable manner at no additional cost to the Owner.

3.6 DISPOSAL OF DEBRIS

A. All debris resulting from demolition operations; i.e., broken concrete, masonry, pipe, miscellaneous metal, trees and brush, equipment, etc., shall be disposed of offsite.

B. The Contractor shall police the hauling of debris to insure that all spillage from haul trucks is promptly and completely removed.

3.7 BACKFILLING

A. All trenches, holes, and pits resulting from the removal and abandonment of any structure or obstruction shall be backfilled and compacted in accordance with the requirements of Section 312323.14.

END OF SECTION 024119

SECTION 030000 - CONCRETE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1. Section 013319 – Field Testing Reporting

1.2 SUMMARY

A. This Section specifies cast-in place concrete, including form work, reinforcing, mix design, placement procedures and finishes.

1. Extent of concrete work is shown on drawings.
2. Concrete paving and walks are specified in Division 2.
3. Precast concrete is specified in other Division-3 sections.
4. Mechanical finishes and concrete floor toppings are specified in other Division-3 sections.

1.3 SUBMITTALS

A. Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by Engineer.

B. Shop Drawings; Reinforcement: Submit original shop drawings prepared for fabrication, bending, and placement of concrete reinforcement. Comply with ACI Detailing Manual showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

C. Shop Drawings; Form work: Submit shop drawings prepared by a registered Professional Engineer for fabrication and erection of forms for specific finished concrete surfaces. Show form construction including jointing, special form joint or reveals, location and pattern of form tie placement, and other items which affect exposed concrete visually.

1. Engineer's review is for general architectural applications and features only. Design of form work for structural stability and efficiency is Contractor's responsibility.

D. Samples: Submit samples of materials as requested by Engineer, including names, sources, and descriptions.

E. Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design tests.

1. The proposed mix design submittal(s) shall follow the procedures of Chapter 5, Sections 5.2 to 5.3 of ACI-318.
2. Reference should be made to ACI-211.5R "Guide for Submittal of Concrete Proportions" for the required submittal information. Sample forms for presenting the necessary information can be found in the addendum at the end of this section. Example Form B should follow a completed Example A in the submittal when laboratory trial batches are used to document a water-cementious materials ratio curve.
3. Additional data summarizing the past performance records should be an integral part of the submittal if the submittal is based on past performance with the proposed materials and proportions.

F. Materials Certificates: Provide materials certificates in lieu of materials laboratory test reports when permitted by Engineer. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

1.4 QUALITY ASSURANCE

A. Codes and Standards: Comply with provisions of following codes, specifications, and standards, latest revisions, except where more stringent requirements are shown or specified:

1. ACI 301 "Specifications for Structural Concrete for Buildings."
2. ACI 318 "Building Code Requirements for Reinforced Concrete."
3. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
4. ACI 347 "Guide to Form work for Concrete."
5. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

B. Materials and installed work may require testing and retesting at anytime during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.

C. Engage a testing agency acceptable to Engineer to perform initial material evaluation and certification tests for mix designs and to design concrete mixes.

D. Mockup: Cast mockup of size indicated or as required to demonstrate typical joints, form tie spacing, and proposed surface finish, texture, and color. Maintain sample panel exposed to view for duration of project, after Engineer's acceptance of visual qualities.
1. Demolish mockup and remove from site when directed by Engineer.

E. Pre-installation Conference: Conduct conference at project site to comply with requirements of Division 1 Section "Project Meetings" and the following:

1. At least 35 days prior to submitting design mixes, conduct a meeting to review detailed requirements for preparing concrete design mixes and to determine procedures for satisfactory concrete operations. Review requirements for submittals, status of coordinating work, and availability of materials. Establish preliminary work progress schedule and procedures for materials, inspection, testing and certifications. Require representatives of each entity directly concerned with cast-in-place concrete to attend conference, including, but not limited to, the following:

    a. Contractor's Superintendent
    b. Agency responsible for concrete design mixes.
    c. Agency responsible for field quality control.
    d. Ready-mix concrete producer.
    e. Concrete Subcontractor
    f. Primary admixture manufactures.

1.5 PROJECT CONDITIONS

A. Protection of Footings Against Freezing: Cover completed work at footing level with sufficient temporary or permanent cover as required to protect footings and adjacent subgrade against possibility of freezing; maintain cover for time period as necessary.

B. Protect adjacent finish materials against spatter during concrete placement.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

1. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two (2) edges and one side for tight fit.

C. Forms for Textured Finish Concrete: Units of face design, size, arrangement, and configuration to match Engineer's control sample. Provide solid backing and form supports to ensure stability of textured form liners.

D. Forms for Cylindrical Columns and Supports: Metal, fiberglass reinforced plastic, or paper or fiber tubes. Construct paper or fiber tubes of laminated plies using water-resistant adhesive with wax-impregnated exterior for weather and moisture protection. Provide units with sufficient wall thickness to resist loads imposed by wet concrete without deformation.

E. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

F. Form Ties: Factory-fabricated, adjustable-length, snapoff metal or glass fiber-reinforced plastic form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units which will leave no metal closer than 1-1/2" to the exposed surface.

1. Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.
2. All form ties shall have a factor of safety of two (2) to determine the recommended safe working load.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

B. Galvanized Reinforcing Bars: ASTM A 767, Class II (2.0 oz. zinc psf) hot-dip galvanized, after fabrication and bending.

C. Epoxy-Coated Reinforcing Bars: ASTM A 775.

1. Repair of damaged epoxy-coating - When required, damaged epoxy-coating shall be repaired with patching material conforming to ASTM A 775. Repair shall be done in accordance with the patching material manufacturer's recommendations.

D. Steel Wire: ASTM A 82, plain, cold-drawn steel.

E. Welded Wire Fabric: ASTM A 185, welded steel wire fabric. (Flat sheets only)

F. Welded Deformed Steel Wire Fabric: ASTM A 497.

G. Epoxy - Coated Welded Wire Fabric: ASTM A884, Class A.

H. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

2.1 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type I, II or I/II and ASTM C595M, Type IP, unless otherwise specified. (See Table I, Concrete Requirements).

1. Use one brand of cement throughout project, unless otherwise acceptable to Engineer.

B. Fly Ash: ASTM C 618, Class F.

1. Limit use of fly ash to not exceed 25% of cement content by weight.

C. Ground Granulated Blast-Furnace Slag: ASTM C989, Grade 100 or 120.

1. Limit use of granulated blast-furnace slag to not exceed 30% of cement content by weight.

D. Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete, with nominal maximum aggregate size of 1 inch.

1. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
2. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Engineer.
3. Combined Aggregate Gradation: Well graded from coarsest to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve and on No. 50 (0.3-mm) sieve, and less than 8 percent may be retained on sieves finer than No. 50 (0.3 mm).

E. Lightweight Aggregates: ASTM C 330.

Maximum nominal aggregate size of 1 inch.

F. Water: Drinkable and complying with ASTM C94.

G. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "Air-Mix"; Euclid Chemical Co.
b. "Sika Aer"; Sika Corp.
c. "MB-VR or MB-AE"; Master Builders.

H. Water-Reducing Admixture: ASTM C 494, Type A, and containing not more than 0.1 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "WRDA"; W.R. Grace.
b. "Eucon WR-75"; Euclid Chemical Co.
c. "Pozzolith Normal"; Master Builders.

I. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F and containing not more than 0.1 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "Sikament 300"; Sika Chemical Corp.
b. "Eucon 37"; Euclid Chemical Co.
c. "Rheobuild or Polyheed"; Master Builders.

J. Water-Reducing, Non-Chloride Accelerator Admixture: ASTM C 494, Type E, and containing not more than 0.1 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "Accelguard 80"; Euclid Chemical Co.
b. "Pozzutec 20"; Master Builders.
c. "Daraset"; W.R. Grace & Co.

K. Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and containing not more than 0.1 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "Pozzolith"; Master Builders.
b. "Eucon Retarder 75"; Euclid Chemical Co.
c. "Plastiment"; Sika Chemical Co.

L. Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:

a. Catexol 1000CL; Axim Concrete Technologies.
b. MCI 2000 or MCI 2005; Cortec Corporation.
c. DCI or DCI-S; W.R. Grace & Co., Construction Products Div.
d. Rheocrete 222+; Master Builders, Inc.
e. FerroGard-901; Sika Corporation.

M. Prohibited Admixtures: Calcium chloride thyocyanates or admixtures containing more than 0.1 percent chloride ions are not permitted.

N. Fiber Reinforcement:

1. Synthetic fiber reinforcing shall be added to the concrete for the areas so indicated in the drawings. Only fibers designed and manufactured specifically for use in concrete shall be acceptable as secondary reinforcement, complying with ASTM C1116, not less than 3/4 inch long.

2. The fibers may be added at the batch plant. The incorporation of said fibers shall be documented on the delivery ticket from the ready mix producer. Fibers shall be added to the concrete in strict accordance with manufacturer's printed instructions. The minimum dosage rate shall be 1.5 lbs/cubic yard.
3. Nylon fibers containing 100% virgin nylon monofilaments shall be utilized to impart a "non-hairy" surface to the finished concrete.
4. Products: Subject to compliance with requirements, provide the following fibrous reinforcement or approved equal:

    a. Nycon Fiber; Nycon, Inc.
    b. Nylo-Mono; Forta Corp.
    c. Fibrasol N; Axim Concrete Technologies

2.2 RELATED MATERIALS

A. Reglets: Where resilient or elastomeric sheet flashing or bituminous membranes are terminated in reglets, provide reglets of not less than 26 gage galvanized sheet steel. Fill reglet or cover face opening to prevent intrusion of concrete or debris.

B. Granular Base: Evenly graded mixture of fine and coarse aggregates to provide, when compacted, a smooth and even surface below slabs on grade.

C. Vapor Retarder: Provide vapor retarder cover, ASTM E1745 Class C, over prepared base material where indicated below slabs on grade. Use only materials which are resistant to deterioration when tested in accordance with ASTM E 154, as follows:

1. Polyethylene sheet not less than 10 mils thick.
2. Water resistant barrier paper consisting of heavy Kraft papers laminated together with glass fiber reinforcement and over-coated with black polyethylene on each side.

    a. Product: Subject to compliance with requirements, provide Moistop Ultra 10 by Fortifiber Corporation, Stego Wrap 10-mil by Stego Industries or equal.

D. Non-Shrink Grout: CRD-C 621 and ASTM C-1107, factory pre-mixed grout.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. Non-metallic

        1) "Set Grout"; Master Builders.
        2) "Euco-NS"; Euclid Chemical Co.
        3) "Five Star Grout"; U.S. Grout Corp.

E. Non-slip Aggregate Finish: Provide fused aluminum oxide grits, or crushed emery, as abrasive aggregate for non-slip finish with emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide. Use material that is factory-graded, packaged, rust-proof, and non-glazing, and is unaffected by freezing, moisture, and cleaning materials.

F. Colored Wear-Resistant Finish: Packaged, dry, combination of materials, consisting of Portland cement, graded quartz aggregate, coloring pigments, and plasticizing admixture. Use coloring pigments that are finely ground, non-fading mineral oxides, interground with cement. Color as selected by Engineer, unless otherwise indicated.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. "Colorcron"; Master Builders.
    b. "Surflex"; Euclid Chemical Co.
    c. "Lithochrome"; L.M. Scofield Co.

G. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.

H. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.

1. Waterproof paper.
2. Polyethylene film.
3. Polyethylene-coated burlap.

I. Liquid Membrane-Forming Curing Compound: Liquid type membrane- forming curing compound complying with ASTM C 309, Type I, Class A. Moisture loss not more than 0.55 kg./sq. m. when applied at 200 sq ft./gal.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. "Masterkure"; Master Builders.
    b. "Ecocure"; Euclid Chemical Co.
    c. "Horn Clear Seal"; A.C. Horn, Inc.

J. Underlayment Compound: Freeflowing, self-leveling, pumpable cementitious base compound for applications from 1 inch thick to feathered edges

1. Products: Subject to compliance with requirements, provide one of the following:

    a. "Flo-Top"; Euclid Chemical Co.
    b. "Underlayment 110," Master Builders, Inc.
    c. "Thoro Underlayment Self-Leveling"; Thoro System Products.

K. Bonding Compound: Polyvinyl acetate or acrylic base.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. Polyvinyl Acetate (Interior Only):

        1) "Euco Weld"; Euclid Chemical Co.
        2) "Weldcrete"; Larsen Products Corp.
        3) "Everweld"; L&M Construction Chemicals, Inc.

b. Acrylic or Styrene Butadiene:

1) "Day-Chem AD Bond"; Dayton Superior Corp.
2) "Everbond"; L & M Construction Chemicals.
3) "SBR Latex"; Euclid Chemical Co.

L. Epoxy Adhesive: ASTM C 881, two component material suitable for use on dry or damp surfaces. Provide material "Type," "Grade," and "Class" to suit project requirements.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "Epoxtite Binder 2390"; A.C. Horn, Inc.
b. "Sikadur 32 Hi-Mod"; Sika Chemical Corp.
c. "Euco Epoxy 452 or 620"; Euclid Chemical Co.

2.3 PROPORTIONING AND DESIGN OF MIXES

A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301 and ACI 211. If the trial batch method is used, use an independent testing facility acceptable to Engineer for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Engineer.

1. Limit use of fly ash to not exceed 25 percent of cement content by weight.

B. Submit written reports to Engineer and Structural Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Engineer.

C. Design mixes to provide normal weight concrete with the following properties, as indicated in Table I.:

TABLE 1

CONCRETE REQUIREMENTS

Concrete Class	Cement Type	Min. 28-Day Compressive Strength PSI	*Max. Water-Cement Ratio	Min. Cement Content Sacks	Slump Min.	Inch Max.	Entrained Air %
A	I	4000	0.45	6	-	-	6±1
B	I	2000	0.74	4-1/2	2	6	5±1-1/2
C	I	4000	0.50	6.38	1	4	6±2
D	II or IP	4000	0.45	6	-	-	6±1

*Maximum Water - Cementitious Materials Ratio

1. All reinforced concrete shall be Class A, except as otherwise specified or shown on the drawings.

2. Concrete used for mud mats, fill and channeling in manholes and chambers shall be Class B unless otherwise noted on the drawings.
3. Class C concrete conforming to ODOT 499 (Class C) shall be used for all concrete pavement, curbing, driveways, and sidewalks, unless noted otherwise on the drawings.
4. Class B concrete may be used for encasing pipelines, fill, and pipe bedding.
5. Class B concrete shall be used as concrete fill in concrete tanks for shaping or sloping bottoms.

    a. The following steps shall be taken for installation of the Class B concrete:

        1) Scrub concrete slabs and/or walls with a stiff wire brush and streams of clean water as a minimum, to remove laitenance.
        2) Apply a bonding agent in accordance with the manufacturer's surface preparation and application recommendations.
        3) The Class B concrete shall then be placed and screeded to bring the surface to final grade.

6. Class D concrete shall be used for sewerage treatment plants and sewerage pump stations, as noted on the drawings.

D. Lightweight Concrete: Lightweight aggregate and concrete shall conform to ASTM C 330. Proportion mix to produce concrete with a minimum compressive strength of 3000 psi at 28 days and a calculated equilibrium unit weight of 110 pcf plus or minus 3 pcf as determined by ASTM C 567. Concrete slump at the point of placement shall be the minimum necessary for efficient mixing, placing, and finishing. Maximum slump shall be 6 inches for pumped concrete and 5 inches elsewhere. Air entrain concrete exposed to weather according to ACI 301 requirements.

E. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Engineer before using in work.

F. Admixtures:

1. Use high range water-reducing admixture (super plasticizer) in Classes A and D concrete unless noted otherwise.
2. Use non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg F (10 deg C).
3. Use air-entraining admixture in all concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content within limits shown in Table I.
4. Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.
5. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as shown in Table I:

a. Concrete containing HRWR admixture (super-plasticizer): Not more than 8" after addition of HRWR to site-verified 2"-3" slump concrete.

2.4 CONCRETE MIXING

A. Job-Site Mixing: Mix materials for concrete in appropriate drum type batch machine mixer. For mixers of one cu. yd., or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released. For mixers of capacity larger than one cu. yd., increase minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cu. yd., or fraction thereof.

1. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.

B. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.

1. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.

a. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 GENERAL

A. Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

3.2 FORMS

A. Design, erect, support, brace, and maintain form work to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct form work so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain form work construction tolerances complying with ACI 347.

B. Design form work to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.

C. Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work.

Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.

D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

E. Provide temporary openings where interior area of form work is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.

F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

G. Provisions for Other Trades: Provide openings in concrete form work to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

H. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement if required to eliminate mortar leaks and maintain proper alignment.

3.3 VAPOR RETARDER INSTALLATION

A. Following leveling and tamping of granular base for slabs on grade, place vapor retarder sheeting with longest dimension parallel with direction of pour.

B. Lap joints 6" and seal with manufacturer's recommended mastic or pressure-sensitive tape.

3.4 PLACING REINFORCEMENT

A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports, and as herein specified.

1. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations. Repair damages before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.

C. Accurately position, support, and secure reinforcement against displacement by form work, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in longest lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

F. Epoxy - Coated Reinforcing Steel:

1. Epoxy-coated reinforcing bars supported from form work shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated with dielectric material for a minimum distance of 2 inches from the point of contact with the epoxy-coated reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated.
   In walls having epoxy-coated reinforcing bars, spreader bars where specified by the Engineer, shall be epoxy-coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of corrosion-resistant material.
2. Epoxy-coated reinforcing bars - Equipment for handling epoxy-coated bars shall have protected contact areas. Bundles of coated bars shall be lifted at multiple pick-up points to minimize bar-to-bar abrasion from sags in the bundles. Coated bars or
   bundles of coated bars shall not be dropped or dragged. Coated bars shall be stored on protective cribbing. Fading of the color of the coating shall not be cause for rejection of epoxy-coated reinforcing bars. Coating damage due to handling, shipment and placing need not be repaired in cases where the damaged area is 0.1 square inches or smaller. Damaged areas larger than 0.1 square inches shall be repaired in accordance with the epoxy material manufacturer's recommendations. The maximum amount of damage including repaired and unrepaired areas shall not exceed 2 percent of the surface area in each linear foot of each bar.

3.5 JOINTS

A. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to Engineer.

1. Provide keyways at least 1-1/2" deep in construction joints in walls, slabs, and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.
2. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except as otherwise indicated.

B. Waterstops: Provide waterstops in construction joints as indicated. Install waterstops to form continuous diaphragm in each joint. Make provisions to support and protect exposed waterstops during progress of work. Fabricate field joints in waterstops in accordance with manufacturer's printed instructions.

C. Isolation Joints in Slabs-on-Ground: Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.

D. Contraction (Control) Joints in Slabs-on-Ground: Construct contraction joints in slabs-on-ground to form panels of patterns as shown. Use inserts 1/4 of slab depth, unless otherwise indicated.

1. Form contraction joints by inserting premolded plastic strips into fresh concrete until top surface of strip is flush with slab surface.
2. Follow the directions of Insert Manufacturer for finishing the slab and joints.

E. If joint pattern not shown, provide joints not exceeding 15' in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third-bays).

3.6 INSTALLATION OF EMBEDDED ITEMS

A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto. Electrical conduit shall not be embedded in concrete.

B. Install reglets to receive top edge of foundation sheet waterproofing, and to receive thru-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, relieving angles, and other conditions.

C. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units to support screed strips using strike-off templates or compacting type screeds.

3.7 PREPARATION OF FORM SURFACES

A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.

B. Coat contact surfaces of forms with an approved, nonresidual, low-VOC, from-coating compound before placing reinforcement.

C. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel form work is not acceptable.

3.8 CONCRETE PLACEMENT

A. Preplacement Inspection: Before placing concrete, inspect and complete form work installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.

1. Apply temporary protective covering to lower 2' of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.

B. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.

1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

C. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
3. Maintain reinforcing in proper position on chairs during concrete placement operations.

E. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C), and not more than 80 deg F (27 deg C) at point of placement.

    a. The concrete shall be maintained within this temperature range for not less than seven (7) days.

2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials or against cold reinforcing steel.
3. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.

F. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
3. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Engineers.

3.9 FINISH OF FORMED SURFACES

A. Rough Form Finish: For formed concrete surfaces not exposed-to- view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

B. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is an as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed; provide smooth rubbed finish to smooth form finish. Refer to "Concrete Surface Repairs."

C. Smooth Rubbed Finish: Provide smooth rubbed finish to scheduled concrete surfaces, which have received smooth form finish treatment.

1. Scarify or roughen entire surface by grinding or similar effective means.
2. Combined one part Portland cement to 1-1/2 parts fine sand by volume and a 50:50 mixture of acrylic or styrene butadiene-based bonding admixture and water to form the consistency of thick paint. Blend standard Portland cement and white Portland cement, amounts determined by trial patches, so that final color of dry grout will match adjacent surfaces.
3. Thoroughly wet concrete surfaces and apply grout to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.
4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.

D. Grout Cleaned Finish: Provide grout cleaned finish on scheduled concrete surfaces which have received smooth form finish treatment.

1. Scarify or roughen entire surface by grinding or similar effective means.
2. Apply Thoroseal plaster mix coating by Thoro System Products or approved equivalent with an approximate thickness of 1/8-inch to ¼-inch.
3. Follow the manufacturer's recommendations and guidelines regarding surface preparation, application methods and curing.
4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.

E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.10 MONOLITHIC SLAB FINISHES

A. Scratch Finish: Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, Portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.

1. After placing slabs, plane surface to tolerances for floor flatness F(F) 15 and floor levelness F(L) 13, measured according to ASTM E 1155. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set, with stiff brushes, brooms, or rakes.

B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.

1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both, Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to tolerances of F(F) 18

F(L) 15. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating system.

1. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of F(F), 20 and F(L) 17, measured according to ASTM E1155. Grind smooth surface defects which would telegraph through applied floor covering system.

D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming.

E. Non-Slip Broom Finish: Apply non-slip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

F. Non-slip Aggregate Finish: Apply non-slip aggregate finish to concrete stair treads, platforms, ramps, sloped walks, and elsewhere as indicated.

1. After completion of float finishing, and before starting trowel finish, uniformly spread 25 lbs. of dampened non-slip aggregate per 100 sq. ft. of surface. Tamp aggregate flush with surface using a steel trowel, but do not force below surface. After broadcasting and tamping, apply trowel finishing as herein specified.
2. After curing, lightly work surface with a steel wire brush, or an abrasive stone, and water to expose non-slip aggregate.

G. Colored Wear-Resistant Finish: Provide colored wear-resistant finish to monolithic slab surface indicated.

1. Apply dry shake materials for colored wear-resistant finish at rate of not less than 100 lbs. per 100 sq. ft., unless greater amount is recommended by material manufacturer.
2. Immediately following first floating operation, uniformly distribute approximately 2/3 of required weight of dry shake material over concrete surface, and embed by means of power floating. Follow floating operation with second shake application, uniformly distributing remainder of dry shake material with overlapping applications, and embed by power floating.
3. After completion of broadcasting and floating, apply trowel finish as herein specified. Cure slab surface with curing compound recommended by dry shake hardener manufacturer. Apply curing compound immediately after final finishing.

3.11 CONCRETE CURING AND PROTECTION

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Protect concrete from rapid moisture loss before and during finishing operations.

1. The evaporation graph, Figure 1, of ACI 308 - Curing Concrete, shall be used to determine the evaporation rate during concrete placement. If the rate of evaporation equals or exceeds 0.2 lbs/sq.ft./hr., steps shall be taken to prevent excessive evaporation from the surface.
2. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing.

    a. Initial curing may be any of the methods listed herein that maintain a satisfactory moisture content and temperature.

3. Begin final curing procedures, if they differ from initial curing, immediately following initial curing and before concrete has dried. Continue curing for at least seven (7) days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

B. Curing Methods: Perform curing of all structural concrete as herein specified.

1. Provide moisture curing by following methods.

    a. Keep concrete surface continuously wet by covering with water.
    b. Continuous water-fog spray.
    c. Cover concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.

2. Provide moisture-cover curing as follows:

    a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

C. Provide curing and sealing compound to pavement, walks, and curbs only, as follows:

1. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours) and after surface water sheen has disappeared. Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within three (3) hours after initial application. Maintain continuity of coating and repair damage during curing period.

D. Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs, and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

E. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by moist curing methods.

1. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise directed.

3.12 SHORES AND SUPPORTS

A. Comply with ACI 347 for shoring and reshoring in multistory construction, and as herein specified.

B. Extend shoring from ground to roof for structures four (4) stories or less, unless otherwise permitted.

C. Extend shoring at least three (3) floors under floor or roof being placed for structures over four (4) stories. Shore floor directly under floor or roof being placed, so that loads from construction above will transfer directly to these shores. Space shoring in stories below this level in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members where no reinforcing steel is provided. Extend shores beyond minimums to ensure proper distribution of loads throughout structure.

D. Remove shores and reshore in a planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support work without excessive stress or deflection.

1. Keep reshores in place a minimum of 15 days after placing upper tier, and longer if required, until concrete has attained its required 28-day strength and heavy loads due to construction operations have been removed.

3.13 REMOVAL OF FORMS

A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for five (5) days after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days or until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members. Lab cured cylinders will not be considered.

C. Form facing material may be removed five (5) days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

3.14 RE-USE OF FORMS

A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new form work.

B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Engineer.

3.15 MISCELLANEOUS CONCRETE ITEMS

A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment with template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.

1. Grout base plates and foundations as indicated, using specified non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.

D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads and landings and associated items. Cast-in safety inserts and accessories as shown on drawings. Screed, tamp, and finish concrete surfaces as scheduled. Cure concrete as herein specified.

E. Reinforced Masonry: Provide concrete grout conforming to ASTM C476 for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

3.16 CONCRETE SURFACE REPAIRS

A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Engineer.

1. Saw-cut out honeycomb, rock pockets, voids over 1/4" in any dimension, down to solid concrete but, in no case to a depth of less than 1." Make edges of cuts slightly undercut to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
2. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

B. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with Portland Cement patching mortar, or precast cement cone plugs secured in place with bonding agent. When other materials are used, apply them in accordance with manufacturer's recommendations.

1. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
2. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness using a template having required slope.
3. Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
4. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
5. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Engineer.
6. Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
8. Perform structural repairs with prior approval of Engineer or Structural Engineer for method and procedure, using specified epoxy adhesive and mortar.
9. Repair methods not specified above may be used, subject to acceptance of Engineer.
10. Underlayment Application: Leveling of floors for subsequent finishes may be achieved by use of specified underlayment material.

3.17 THROUGH SECTION CONCRETE CRACK REPAIRS

A. Sealing through wall or slab cracks.

1. Seal cracks for a water-tight or structurally bonded repair with epoxy or chemical grouting procedures.

a. The Contractor shall make proper repairs with epoxy injection or chemical injection with a moisture reactive hydrophilic polyurethane foam grout, as directed by the Engineer.

3.18 MUD MATS

A. Where called for on the plans or as directed by the Engineer, the Contractor shall construct concrete mud mats immediately after cleaning the excavation bottom, to preserve the bearing surface condition. Concrete for mud mats shall be not less than 3 in. thick. Bottom of excavation shall be free of water, mud and loose material prior to mud mat placement. See Section 310000.

1. Mud mat concrete shall be cast against the side walls of all excavations to completely seal the bottom.

ADDENDUM
EXAMPLE FORM A

CONCRETE SUPPLIER:_____

PROJECT:_____ CONTRACTOR:_____

MIXTURE ID:_____ SPECIFIED f'c:_____PSI

MATERIAL MIXTURE PROPORTIONS lbs-mass/cu.yd. (pcy)

1.0 Cement Type_____ Source:_____

Sp. Gr._____ _____pcy _____cu. ft.

1.1 Other Cementitious Materials:_____ Class:_____ Source:_____

Sp. Gr._____ _____pcy _____cu. ft.

2.0 Aggregate (No. 1) Type:_____ Size:_____ Source:_____

SSD Sp. Gr._____ _____pcy _____ cu. ft.

Dry Rodded Unit Wt.:_____pcf

Alternate (No. 1) Lightweight Aggregate Type:_____ Size:_____Source:_____

Sp. Gr. Factor _____ over dry pcy _____ cu. ft.

Loose Unit Wt._____pcf Estimated Wet_____pcf

2.1 Aggregate (No. 2) Type:_____ Size:_____ Source:_____

SSD Sp. Gr._____ _____pcy _____cu. ft.

Dry Rodded Unit Wt.: _____pcf (If Fine Sized - FM _____)

2.2 Aggregate (Nos. 3, 4, n) Type:_____ Size:_____ Source:_____

SSD Sp. Gr._____ _____pcy _____cu. ft.

Dry Rodded Unit Wt.: _____pcf

3.0 Water: _____gal. _____pcy _____cu. ft.

EXAMPLE FORM A (CONTINUED)

4.0 Admixtures expressed as fluid ounces/cubic yard, and estimated range

Source:_____ Name:_____ Type_____ _____oz

Source:_____ Name:_____ Type_____ _____oz

Source:_____ Name:_____ Type_____ _____oz

Total Admixture Liquid Vol. _____ cu. ft.

(*) Note: Show volume in 4.0 if not included in cubic feet of air or water.

5.0 Other Materials - fibers, color pigment or other additions

Sp. Gr._____ _____pcy _____cu. ft.

Total Mixture Mass and Volume: _____pcy _____cu. ft.

Fresh Concrete Properties

Slump _____ +/-_____ in.

Unit Weight _____ pcf

Air Content _____+/-_____%

If Trail Batch Data -

Identify Batch No. _____

Batch Date _____

Concrete Temp._____°F

Comp. Strength-Average _____°F

Coarse & Fine Aggregate Gradation

Percent Passing

Sieve Size	Aggregate No. 1	2	3	4	Combined
2 in.	____	____	____	____	_____
1-1/2 in.	____	____	____	____	_____
1 in.	____	____	____	____	_____
3/4 in.	____	____	____	____	_____
1/2 in.	____	____	____	____	_____
3/8 in.	____	____	____	____	_____
No. 4	____	____	____	____	_____
No. 8	____	____	____	____	_____
No. 16	____	____	____	____	_____
No. 30	____	____	____	____	_____

7 day avg. _____psi	No. 50	____ ____ ____ ____ _____
28 day avg. _____psi	No. 100	____ ____ ____ ____ _____
	No. 200	____ ____ ____ ____ _____

Comments:_____

_____

Signature: _____ Date:_____

Title: _____

Organization: _____

EXAMPLE FORM B

CONCRETE SUPPLIER:_____

MATERIAL	TRAIL BATCH NUMBER - proportions per cubic yard			
	1	2	3	4
1.0 Cement Source: _____				
Type ____	_____lb	_____lb	_____lb	_____lb
1.1 Other Cementitious Material Sources:_____				
Type ____	_____lb	_____lb	_____lb	_____lb
2.0 Aggregate No. 1 Size_____ Source:_____				
SSD ____	_____lb	_____lb	_____lb	_____lb
Alternate No. 1 Lightweight Aggregates Type _____ Source: _____				
Sp. Gr. Factor _____				
Oven Dry	_____lb	_____lb	_____lb	_____lb
Wet	_____lb	_____lb	_____lb	_____lb
2.1 Aggregate No. 2 Size_____ Source:_____				
SSD ____	_____lb	_____lb	_____lb	_____lb
2.2 Aggregate Nos. 3, 4, n) Size_____Source:_____				
SSD ____	_____lb	_____lb	_____lb	_____lb
3.0 Water	_____lb	_____lb	_____lb	_____lb
4.0 Admixtures Source: _____				
_____ Type _____	_____oz	_____oz	_____oz	_____oz
_____ Type _____	_____oz	_____oz	_____oz	_____oz
_____ Type _____	_____oz	_____oz	_____oz	_____oz

5.0 Other Materials

_____ Type _____ _____lb _____lb _____lb _____lb

Total Mass: _____lb _____lb _____lb _____lb

Total Mass/cy: _____pcy _____pcy _____pcy _____pcy

Relative Cubic Yard Volume:
_____cy _____cy _____cy _____cy

Water-Cementitious Material Ratio:

Fresh Concrete Properties

TRAIL BATCH NUMBER

	## -1	## -2	## -3	## -4
Slump-inches	_____	_____	_____	_____
Air-Content %	_____	_____	_____	_____
Unit Wt. pcf	_____	_____	_____	_____
Concrete Temp. °F	_____	_____	_____	_____

Compressive Strength Results (ASTM C192, C39) or Other Specified Test Requirements

7 days	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Average (7 day)	_____	_____	_____	_____

28 days	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Average (28 day)	_____	_____	_____	_____
Water-Cementitious Material Ratio:				
	_____	_____	_____	_____

Signature: _____ Date:_____

Title:_____

Organization: _____

END OF SECTION 030000

SECTION 260600 - ELECTRICAL SPECIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Work under this contract consists of furnishing, installing, testing and guarantee of complete electrical systems as shown on the drawings and as specified herein. The following is a general summary of work included:

1. Upgrade Existing Pump Circuit Breakers per manufacturers recommendations.
2. Upgrade Overload Protection per Manufacturers Recommendations
3. Upgrade existing conductor wiring from upgraded pumps to inside of pump control panel from # 10 AWG to #8 AWG gauge wire per the manufacturer recommendations.

1.3 PERMITS AND REGULATIONS

A. The Electrical Contractor shall include payment of all permit and inspections fees applicable to the electrical contract work in his bid. Furnish the Owner with a certificate of approval from the governing inspection agency as a condition for final payment. Include proportional cost of general permit fees where such general permit fees are required.

B. Work must conform to the National Electrical Code, National Electrical Safety Code and other applicable local, state and federal laws, ordinances and regulations. Where drawings, or specifications exceed code requirements, the drawings and specifications shall govern. Install no work contrary to minimum legal code standards.

C. Final acceptance of all work will be subject to the approval of the Owner.

1.4 INSPECTION OF SITE

A. Each bidder shall inspect the site and compare conditions with those shown on the drawings. Report immediately to the Owner any significant discrepancies which may be discovered. After the contract is signed, no allowance or additional payment will be made for failure to have made a thorough site inspection of conditions prior to submittal of bid.

1.5 DRAWINGS AND SPECIFICATIONS

A. The drawings indicate the general arrangement of the systems and are to be followed as closely as possible. If significant deviations from the layout are necessitated by field conditions, detailed layouts of the proposed modifications shall be submitted to the Owner for approval before proceeding with the work.

B. Perform all necessary field measurements to ensure correct placement fitting. Coordinate work with other trades to avoid and minimize conflicts or delays.

C. The drawings and specifications shall be carefully reviewed and studied during the course of bidding and construction. Any errors, omissions or discrepancies encountered shall be referred immediately to the Owner for interpretation or correction, to avoid misunderstandings at a later date. The contract drawings are not intended to show every vertical, or horizontal offset which may be necessary to complete the systems. Having cables, apparatus and fittings fabricated and delivered in advance of making actual measurements shall not be sufficient cause to avoid making offsets and minor changes as may be necessary to install system cables, fittings and equipment.

D. The owner shall reserve the right to make minor adjustments in locations of system runs and components when he considers such adjustments are desirable for concealing work, or creating a better appearance where exposed. Any such changes shall be anticipated and requested sufficiently in advance as to eliminate extra work on the part of the Contractor, or delay the work.

E. Where any system and components are placed, as to cause or contribute to a conflict, they shall be readjusted at the expense of the Contractor causing such conflict. The Owner's decision shall be final in regard to the arrangement of equipment, conduit, etc., where conflict arises.

F. Provide offsets in system runs, additional fittings, necessary pull boxes, switches or devices required to complete the installation, or for the proper operation of the system. Each Contractor shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

G. Should overlap of work among the trades become evident, this shall be called to the attention of the Owner. In such event, none of the trades shall assume that he is relieved of the work which is specified under his discipline until instructions in writing are received from the Owner.

1.6 MATERIALS AND EQUIPMENT

A. Materials and equipment which are furnished under this contract shall be in strict accordance with the specifications and drawings and shall be new and of best grade and quality. When two or more articles of the same materials or equipment are required, they shall be of the same manufacturer.

B. All electrical equipment and wiring shall bear the Underwriter's approval, label where UL labeled items are available, and shall comply with NFPA requirements.

1.7 EQUIPMENT SELECTION AND APPROVAL

A. The selection of materials and equipment to be furnished under this contract shall be governed by the following:

1. Where trade names, brands, or manufacturers of equipment or materials are listed in the specifications, the exact equipment listed shall be furnished. Where more than one name is used, the Electrical Contractor shall have the option of selecting between any one of the several specified. All products shall be first quality line of manufacturers listed.
2. Where the words "or equal" appear, specific approval must be obtained from the Owner during the bidding period in sufficient time to be included in an addendum. The same shall apply for equipment and materials not named in the specifications where approval is sought.

B. Substituting equipment of equal quality and capacity will be considered when the listing of such is included as a separate item of the bid. State the deduction or addition in cost to that of the specified product.

C. After award of contract, the names of subcontractors and manufacturers of the major items of equipment which are proposed shall be submitted to the Owner for approval. Refer to Item G for list of equipment.

D. Before bidding equipment, and again before submittal of shop drawings, the Electrical Contractor and his supplier shall verify that adequate space is available for servicing of the equipment.

E. If extensive changes in conduit, equipment layout or electrical wiring are brought about by the use of equipment which is not compatible with the layout shown on the drawings, necessary changes shall be deemed to be included in the contract.

F. The Owner's approval of shop drawings shall not relieve the Electrical Contractor from responsibility for errors in the shop drawings. Deviations from specifications and drawing requirements shall be called to the Owner's attention in a separate clearly stated notification at the time of submittal for the Engineer's review and approval.

G. As soon as practicable, and before installation and construction, furnish for approval five (5) sets of shop drawings and/or descriptive literature for use by the Owner. The Contractor shall provide additional sets as required for his own and his Subcontractor's use. Show model number, physical size, shape, arrangement and capacity of the following items of equipment. Include performance curves on applicable equipment.

1. Wire and Cables
2. Panelboard Sections

1.8 WORKMANSHIP

A. Materials and equipment shall be installed and supported in a first-class and workmanlike manner by mechanics skilled in their particular trades. Workmanship shall be first-class in all respects, and the Owner shall have the right to stop the work if highest quality workmanship is not maintained.

1.9 PROTECTION

A. The Electrical Contractor shall be fully responsible for all materials and equipment furnished by him in conjunction with his work, and special care shall be taken to properly protect all parts from theft, damage or deterioration during the construction period in such a manner as may be necessary, or as directed by the Owner.

B. This Contractor shall exercise caution to protect finishes. This Contractor shall be responsible for remedying any damage caused by his workmen.

C. The Owner's property and the property of other Contractors shall be respected at all times. Provide drop cloths, visqueen or similar barriers where dust and debris are generated to protect adjacent areas.

1.10 CONTINUITY OF SERVICE

A. Work shall be planned and executed as to provide continuous service for existing systems throughout the construction period. Where necessary to disrupt services for short periods of time for connection, alteration, or switch-over. The Contractor shall submit a written step-by-step sequence of operations proposed to accomplish the work. The outline must include tentative dates and time of day for restoration of services. Submit the outline with sufficient time to allow the Owner to review the information in advance of the proposed work. Upon approval, the Owner will make arrangements with the appropriate personnel required.

B. Shutdown the systems and work undertaken during shutdown shall be bid as being done outside of normal working hours, and at a time period designated by the Owner.

PART 2 - PRODUCTS

2.1 PAINTING

A. Painting work included:

1. Equipment which has been factory finished, but where the finish has become marred or rusted, shall be sanded and refinished equal to the original factory finish using factory matching touch-up paint.
2. Bare metal which has not been factory coated (or otherwise treated to prevent rust such as galvanizing) and which is exposed shall be given one coat of primer and one

coat of a good grade of gray enamel to inhibit corrosion. This shall include such items as hangers, supports, etc., which are exposed.

3. All other painting will be done by the General Contractor.

2.2 GROUNDING

A. Work includes grounding of system neutral, equipment and conduit systems to conform to requirements of NEC and NFPA and as detailed on the plans and in the specifications.

B. Clamps and continuity devices shall be copper or brass material, UL approved.

C. Wiring devices shall be connected with grounding jumper from ground pole on device to grounding screw in the outlet box, or to grounding type bushing on conduits.

D. Ground conductors shall be insulated, identified by green insulation or by painting or taping green at all accessible locations and shall be connected with approved connectors and terminators to boxes, devices, equipment, etc., and to ground bars in panels.

E. Grounding of neutral shall be provided for all transformers for separately derived systems.

F. Motor frames shall be bonded to the equipment grounding system by an independent green wire.

G. System neutral connections shall be insulated from metal enclosures except at the neutral of the service entrance equipment.

H. The neutral shall be identified throughout.

2.3 CONDUCTORS - COPPER

A. All conductors and cables shall be copper: conductors shall be insulated for 600 volts.

B. Insulation types referred are those of NEC. All conductors shall be UL labeled and shall be marked for size and type at regular intervals on its length. Conductors #8 and larger shall be stranded.

C. Types of conductor insulation and ampacities shall be as scheduled, or noted on the drawings.

D. All connections to equipment are to be made with pressure type terminals approved for stranded wire.

2.4 PUMP CONTROL PANEL UPGRADES

A. General

1. Work includes: Furnish all material to upgrade as indicated on the drawings and described in this section. The work includes, but is not limited to, the following:

   a. Circuit breakers
   b. Overload Protection
   c. Wiring

2. Quality Assurance: In addition to the requirements in these specifications, comply fully with the manufacturer's detailed instruction sheets.

3. Source of Product: All pedestal power center units shall be new and all equipment installed shall be new. Copies of purchase orders shall be furnished to document that all equipment is new.

2.5 INSTALLATION

A. The installation of the various components shall be in accordance with the manufacturer's recommendations.

END OF SECTION 260600

SECTION 310000 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. The Work covered by this Section shall include all excavation, trenching and related work for the construction of the designated structures and pipelines, backfill and other incidental work.

B. The Work covered by this Section consists of:
1. making all necessary excavations for the construction of all Work;
2. preparing subgrade for foundations, slabs, walks, and pavements;
3. doing all pumping, fluming, and dewatering necessary to keep the trenches and other excavation free from water;
4. providing for uninterrupted flow of existing drains and sewers, and the disposal of water from any sources during the progress of the Work;
5. supporting and protecting all trench walls, structures, pipes, conduits, culverts, posts, poles, wires, fences, buildings and other public and private property adjacent to the Work;
6. removing and replacing existing sewers, culverts, pipelines and bulkheads where necessary;
7. removing after completion of the Work all sheeting and shoring or other soil support materials not necessary to support the sides of trenches;
8. removing and disposing all surplus excavated material;
9. doing all backfilling and grading, of compacting backfill to limits specified or ordered by the Engineer;
10. restoring all property damaged as a result of the Work involved in this Contract.

C. The Work includes transporting surplus excavated materials not needed for backfill at the location where the excavation is made, to other parts of the Work where filling is required, and disposal of all types of surplus material off the site.

D. The Work includes:
1. constructing a structure of soil or granular material in layers to a predetermined elevation and cross section;
2. supporting and protecting all structures, pipes, conduits, culverts, posts, poles, wires, fences, buildings and other public and private property adjacent to the Work;
3. placing all fill and performing rough grading;
4. compacting fill to limits specified or ordered by the Engineer;
5. restoring all property damaged as a result of the Work involved in this Contract.

F. The work shall include but is not limited to trenching and backfill for waterline installation and restoration and earthwork associated with pavement restoration.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Section 013319 – Field Testing Requirements

B. Section 015713 - Temporary Erosion Control

C. Section 030000 - Concrete Work

D. Specific Project Requirements

1.3 DEFINITIONS

A. Backfill: Soil or granular materials used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, not including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding: Layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow: Satisfactory soil imported for use as fill or backfill.

D. Excavation: Removal and disposal of material encountered above subgrade or foundation elevations.
   1. Additional Excavation: Excavation below subgrade or foundation elevations as directed by Engineer.
   2. Trench: Narrow linear excavation
   3. Unauthorized Excavation: Excavation below subgrade or foundation elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
   4. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface or subsurface conditions encountered, including rock, soil materials and obstructions.

E. Embankment: A structure consisting of soil, granular material, shale, rock, or other approved material, constructed in layers to a predetermined elevation and cross-section.

F. Granular materials: Natural aggregate, such as broken or crushed rock, gravel, or sand that can be readily incorporated into an 8-inch layer, and in which at least 65% by weight of the grains or particles are retained in a No. 200 sieve.

G. Laboratory Dry Weight: The maximum laboratory dry weight shall be the weight provided by the laboratory when the sample is tested in accordance with ASTM D-698 Method A, C, or D.

H. Optimum Moisture: The water content at which the maximum density is produced in a soil by a given compaction effort (ASTM D-698).

I. Pavement Prism: Also referred to as the zone of influence. The area below a line drawn 45 degrees to the horizontal from the surface at the edge of pavement, sidewalk or curb.

J. Pipe Embedment: The material placed in a trench surrounding a pipe or conduit consisting of the foundation, bedding, haunching, and initial backfill.

K. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material one (1) cu. yd. or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches.

L. Shale: Laminated material, formed by the consolidation in nature of soil, having a finely stratified structure. For the purpose of these specifications, the following bedrock types shall also be considered shale: mudstone, claystone, siltstone and hard clay.

M. Soil: All earth materials, organic or inorganic, which have resulted from natural processes such as weathering, decay, and chemical reaction.

N. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, pavement, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

O. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage course, or topsoil materials.

P. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Comply with all provisions of Section 013323, Shop Drawings and Submittals.

B. Product Data: For the following:
   1. Source-locations of all materials shall be identified to the Engineer.
   2. Source quality laboratory test of all fill materials as required to show compliance with material specifications.

C. Shop Drawings: Submit information for the following items:

   1. Dewatering system and standby equipment.

2. Protection methods anticipated *(prepared and stamped by a professional engineer, registered in the State of Ohio)*.
3. Excavation procedures.

1.5 REFERENCES

A. AASHTO M 43 Standard Specification for Size of Aggregate for Road and Bridge Construction

B. ASTM C-150 Standard Specification for Portland Cement

C. ASTM C-618 Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete

D. ASTM D-698 Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in. (305-mm) Drop

E. ASTM D-1586 Standard Method for Penetration Test and Split-Barrel Sampling of Soils

F. ASTM D-2487 Standard Test Method for Classification of Soils for Engineering Purposes

G. ASTM D-2940 Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports

H. ASTM D-4253 Standard Test Method for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table

I. ASTM D-4254 Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density

J. State of Ohio - Department of Transportation - Construction and Material Specifications, Item 304, Aggregate Base.

K. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.16, Suitable Materials for Embankment Construction.

L. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.02.A.2, Fine Aggregate for Portland Cement Concrete

1.6 QUALITY ASSURANCE

A. Qualifications

B. Regulatory Requirements

C. Certifications

D. Field Samples

E. Mock-ups

F. Pre-Construction Conference

1.7 PROJECT CONDITIONS

A. Environmental Requirements

B. Existing Conditions

1. Existing ground elevations of the site are shown by figures and/or by contours on the Drawings. The contours and elevations of the present ground are believed to be reasonably correct, but do not purport to be absolutely so, and, together with any schedule of quantities, are presented only as an approximation. The Contractor shall satisfy himself, however, by actual examination on the site of the Work, as to the existing elevations and contours, and the amount of work required.

C. Existing Utilities

1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
2. Notify Engineer not less than two days in advance of proposed utility interruptions.
3. Do not proceed with utility interruptions without Engineer's written permission.
4. Contact utility-locator service for area where Project is located before excavating.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver products to the site, store and protect under provisions of Section 016600, Product Handling and Protection.

B. Comply with all provisions of Section 013543, Environmental Protection.

1.9 SEQUENCING AND SCHEDULING

A. Refer to 013319 for testing laboratory service scheduling.

1.10 PROHIBITION OF EXPLOSIVES

A. The use of explosives is not permitted.

1.11 FIELD MEASUREMENTS

A. The Contract Drawings may indicate locations where certain utilities, structures or facilities might possibly interfere with the installation of new improvements. The Contractor shall dig such exploratory test pits as may be necessary to determine the exact location and elevation of the indicated subsurface structure and shall make acceptable provision for their protection, support and maintenance in operation. The Engineer shall be provided advance notification when and where excavation for test pits will take place. The Contractor shall provide the Engineer a record of field locations of all listed utilities, structures or facilities a minimum of five (5) days prior to initiating construction of the project. Locations and elevations are to be provided by a Surveyor registered in the State of Ohio.

PART 2 - PRODUCTS

2.1 GRANULAR PIPE EMBEDMENT

A. Crushed gravel or crushed limestone meeting AASHTO M 43 gradation shall be used for bedding, haunching, and initial backfill as shown on the Drawings.

2.2 ONSITE BACKFILL

A. Excavated soil material, capable of meeting specified compaction, and approved by the Engineer for use as backfill in designated locations.

B. Based upon subsurface investigation, the Owner does not guarantee the onsite soils in its present state consists of the proper moisture content to achieve the specified compaction without drying or adding water.

C. Unsuitable Backfill Material

1. Onsite materials that are unsuitable for backfill, unless otherwise specifically shown in the Drawings, include rock or other materials greater than six (6) inches in their largest dimension, pavement, rubbish, debris, wood, metal, plastic, frozen earth, and the following soils classified per ASTM D-2487:

Symbol	Description
OL	Organic silts and organic silty clays of low plasticity
MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
CH	Inorganic clays of high plasticity, fat clays
OH	Organic clays of medium to high plasticity
PT	Peat, muck, and other highly organic soils

2.3 SPECIAL BACKFILL MATERIAL (ODOT Item 304)

A. Special backfill material shall meet the gradation requirements of ODOT Item 304 and shall consist of crushed gravel or crushed limestone in combination with natural sand or stone. The aggregate shall meet the following gradation requirements:

Sieve	Total Percent Passing
2 inch	100
1 inch	70-100
¾ inch	50-90
No. 4	30-60
No. 30	9-33
No. 200	0-15

2.4 LOW STRENGTH MORTAR BACKFILL

A. Low Strength Mortar shall comply with ODOT Item 613.

B. Submit test data that demonstrates that the proposed mix has a strength of 50 to 100 PSI at 28 days.

C. Each load shall be tested with 3 cylinders for strength test broken at 3, 7, and 28 days until the Engineer is assured that the mix will be between 50 to 100 PSI at 28 days. Thereafter, one set of strength tests shall be taken every 50 CY.

It is intended that the sand be fine enough to stay in suspension in the mixture to the extent required for proper flow. The Engineer reserves the right to reject the sand if a flowable mixture cannot be produced.

D. Mortar Mix Proportioning

1. The initial trial mixture shall be as follows:

Quantity of Dry Materials per Cubic Yard

Cement	100 lbs.
Fly Ash	250 lbs.
Sand (SSD)*	2700 lbs.
Water	500 lbs.

* saturated-surface dry

2. These quantities of materials are expected to yield approximately l cubic yard of mortar of the proper consistency. Adjustments of the proportions may be made providing the total absolute volume of the materials is maintained.

2.8 ACCESSORIES

A. Warning Tape
1. Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
a. Red: Electric.
b. Yellow: Gas, oil, steam, and dangerous materials.
c. Orange: Telephone and other communications.
d. Blue: Water systems.
e. Green: Sewer systems.

B. Detectable Warning Tape
1. Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
a. Red: Electric.
b. Yellow: Gas, oil, steam, and dangerous materials.
c. Orange: Telephone and other communications.
d. Blue: Water systems.
e. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PROTECTION

A. Excavation; Temporary Sheeting, Shoring, and Bracing
1. All excavation shall be in accordance with the Occupation Safety and Health Administration (OSHA) regulations.
2. The Contractor shall furnish and install adequate sheeting, shoring, and bracing to maintain safe working conditions, and to protect newly built work and all adjacent neighboring structures from damage by settlement.
3. Bracing shall be arranged so as not to place a strain on portions of completed work until construction has proceeded enough to provide ample strength. Sheeting and bracing may be withdrawn and removed at the time of backfilling, but the Contractor shall be responsible for all damage to newly built work and adjacent and neighboring structures.
4. All sheeting shall be removed unless specifically authorized in writing by the Engineer to be left in place.

B. Construction Sheeting Left in Place

1. The Contractor shall furnish, install, and leave in place construction sheeting and bracing when specified or when indicated or shown on the Drawings.
2. Any construction sheeting and bracing which the Contractor has placed to facilitate his work may be ordered in writing by the Engineer to be left in place. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating an obligation on his part to issue such orders. Failure of the Engineer to order sheeting and bracing left in place shall not relieve the Contractor of his responsibility under this Contract.

3.2 REPLACING, MOVING AND REPAIRING OF EXISTING UTILITIES

A. The Contractor shall:

1. replace, move, repair and maintain all utilities and all other structures encountered in the work
2. coordinate and communicate with applicable utility companies
3. repair all damage done to any of the said structures and appurtenances through his acts or neglect and shall keep them in repair during the life of this contract. The Contractor shall in all cases leave them in as good condition as they were previous to the commencement of the work and to the satisfaction of the Engineer.

3.3 DEWATERING

A. Drainage and Removal of Water

1. The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property or structures.
2. The Contractor shall, when ordered by the Engineer, construct tight bulkheads across trench and provide pumps suitable for the removal of any water which may be encountered or which may accumulate in the trenches. Unless otherwise provided for in the Contract Documents, drainage water will not be permitted to flow through the conduit.
3. The trench shall be kept free from sewage and storm, surface, and subsurface water to at least 2 feet below the bottom of the excavation.
4. Where open water courses, ditches, or drain pipes are encountered during the progress of the Work, the Contractor shall provide protection and securing of the continuous flow in such courses or drains and shall repair any damage that may be done to them.

3.4 EXCAVATION CLASSIFICATION

A. All excavated materials are unclassified as defined in Article 1.3.

3.5 GENERAL EXCAVATION

A. All necessary excavation for buildings, structures, pavements, and site improvements shall be performed to accommodate the completion of all related Contract Work.

B. The Drawings show the horizontal and the lower limits of structures. The methods and equipment used by the Contractor when approaching the bottom limits of excavation shall be selected to provide a smooth surface and to prevent disturbing the soil below the bottom limits of excavation. All soil loosened during excavation shall be removed from the bottom of the excavation.

C. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.

D. Excavation which is carried below the bottom limits of structures shall be classified as Unauthorized Excavation, unless said excavation below bottom limits of structures has been authorized by the Engineer prior to each occurrence.

3.6 TRENCH EXCAVATION

A. Excavation for trenches in which pipelines, sewers, and conduits are to be installed shall provide adequate space for workmen to space and joint pipe properly, but in every case the trench shall be kept to a minimum width. The width of trench shall not exceed the limits shown on the Drawings.

B. Excavation shall be to the depth necessary for placing of granular bedding material under the pipe as shown on the Drawings. If over-excavation occurs, the trench bottom shall be filled to grade with compacted granular bedding material.

C. Trenching operations shall not be performed beyond the distance that will be backfilled and compacted the same day.

D. In general, backfilling shall begin as soon as the conduit is in approved condition to receive it and shall be carried to completion as rapidly as possible. New trenching shall not be started when earlier trenches need backfilling or the surfaces of streets or other areas need to be restored to a safe and proper condition.

3.7 EXCAVATION OF UNSUITABLE MATERIALS

A. Unsuitable materials existing below the Contract bottom limits for excavation shall be removed as directed by the Engineer. Such excavation shall not exceed the vertical and lateral limits as prescribed by the Engineer.

B. In utility trenches, the voids left by removal of unsuitable excavated material shall be filled with AASHTO M 43 No. 1 and No. 2 aggregate conforming to the material requirements of Article 2.1 of this Section.

C. In excavations other than utility trenches, the voids left by removal of unsuitable excavated material shall be filled with material consisting or either: (1) Special Backfill Material; or (2) Class B concrete ,whichever is ordered by the Engineer.

D. Removal of unsuitable excavated material and its replacement as directed will be paid on basis of Contract Conditions relative to Changes in Work unless specific unit prices have been established for excavation of unsuitable material.

3.8 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

A. It shall be the responsibility of the Contractor to dispose of all surplus material that cannot be used in backfill or embankments at his expense outside the limits of the project. Unsuitable excavated material, including rock or large boulders, shall be disposed of outside the limits of the project.

B. Surplus material may be wasted adjacent to or incorporated in the regular construction only when ordered in writing by the Engineer.

3.9 BACKFILL

A. Pipelines, Sewers and Conduits

1. All pipe shall have bedding extending the width of the trench with depth in conformance with the Drawings. The bedding material shall be thoroughly compacted by tamping until no further densification is possible.
2. Pipe cover material shall be used for filling above the pipe bedding along the sides of the pipe and to a height of twelve (12) inches over the top of the pipe. The pipe cover material shall be brought up evenly on both sides of the pipe to eliminate the possibility of lateral displacement of the pipe and shall be thoroughly compacted by tamping until no further densification is possible. Care shall be taken to spade the aggregate under the pipe haunch below the spring line.
3. All trenches and excavations shall be backfilled immediately after pipe is laid therein, unless otherwise directed by the Engineer.
4. After the pipe cover has been placed and compacted around the pipe as specified above, the remainder of the trench may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a pipe and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.

B. Structures

1. Backfilling shall not commence before concrete has attained specified strength. Do not use equipment for backfilling and compaction operations against structures that will overload the structure.
2. Backfilling around and over structures shall be carefully placed and tamped with tools of suitable weight to a point one (1) foot above the top of same. Additional backfill may be required to protect the structure from damage

from heavy equipment. Backfill shall be placed in uniform layers not exceeding eight (8) inches in depth. Each layer shall be placed, then carefully and uniformly compacted to the specified density so as to eliminate the possibility of displacement of the structure.

3. After the backfill has been placed and compacted around the structure to the height specified above, the remainder may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a structure, and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.

C. Where any new, proposed, or future pavement, driveway, parking lot, curb, curb and gutter, or walk is to be placed over a backfilled area, Special Backfill material shall be used for any portion of the trench falling within the pavement prism.

D. Where it is necessary to undercut or replace existing utility conduits and/or service lines, the excavation beneath such lines shall be backfilled the entire length with approved Granular Pipe Embedment Material compacted in place in eight (8) inch layers to the required density. The approved Granular Pipe Embedment Material shall extend outward from the spring line of the conduit a distance of two (2) feet on either side and thence downward at its natural slope.

3.10 SUBGRADE

A. All soil subgrade shall be prepared in accordance with this subsection.

B. Drainage

1. The surface of the subgrade shall be maintained in a smooth condition to prevent ponding of water after rains to insure the thorough drainage of the subgrade surface at all times.

C. Unsuitable Subgrade

1. Where unsuitable subgrade or subgrade not meeting the required bearing capacity is encountered in cuts, due to no fault or neglect of the Contractor, in which satisfactory stability cannot be obtained by moisture control and compaction, the unstable material shall be excavated to the depth required by the Engineer.
2. Suitable material required for the embankment to replace the undercut will be paid on basis of Contract Conditions relative to changes in Work.
3. Where soft subgrade in cuts is due to the failure of the Contractor to maintain adequate surface drainage as required in this article, or is due to any other fault or neglect of the Contractor, the unstable condition shall be corrected as outlined above at no expense to the Owner.

3.11 CONSTRUCTION WITH MOISTURE AND DENSITY CONTROL

A. All backfill, shall be constructed using moisture and density control. All subgrade, except rock and shale in cut sections, shall be constructed using moisture and density control.

B. Backfill and subgrade material which does not contain sufficient moisture to be compacted in accordance with the requirements of Article 3.17 of this Section shall be sprinkled with water as directed by the Engineer to bring the moisture content to within the range of optimum plus or minus three (3) percent. Water shall be thoroughly incorporated into the material by means of discs or other approved equipment.

C. Backfill and subgrade material containing excess moisture shall be dried, prior to installation, to a moisture content not greater than three (3) percentage points above optimum, except that for material within the moisture content range specified herein that displays pronounced elasticity or deformation under the action of loaded construction equipment, the moisture content shall be reduced to optimum or below if necessary to secure stability. For subgrade material, these requirements for maximum moisture shall apply at the time of compaction of the subgrade and also at the time of placing pavement or subbase. Drying of wet soil shall be expedited by the use of plows, discs, or by other approved methods when so ordered by the Engineer.

3.12 COMPACTION REQUIREMENTS

A. The bottom of excavations upon which concrete foundations or structures are to be placed shall be compacted so as to obtain 100% of maximum dry density per ASTM D-698 in the top twelve (12) inches.

B. The top twelve (12) inches of stripped original subgrade and final subgrade shall be compacted to not less than 100% of maximum dry density per ASTM D-698.
   1. Subgrade under new, proposed, or future pavement shall be compacted 18 inches beyond the edge of pavement, paved shoulders or paved medians.

C. Compaction of subgrade for sidewalks (regardless of paving material) shall be 100% of maximum dry density per ASTM D-698 in the top six (6) inches.

D. Compaction of non-paved areas shall be 90% of maximum dry density per ASTM D-698.

E. Aggregate pipe embedment and aggregate backfill around structures shall be compacted to not less than 100% of maximum dry density per ASTM D-4253 and ASTM D-4254.

F. Final backfill shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

G. Fill placed within the interior of structures shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

EMBANKMENT SOIL COMPACTION REQUIREMENTS

Maximum Laboratory Dry Weight Pounds/Cubic Foot	Minimum Compaction Requirements Percent Laboratory Maximum
90-104.9	102
105-119.9	100
120 and more	98

I. Test Sections

1. If it is determined by the Engineer that the composition of the material is such that it cannot be tested for density using a nuclear densometer or other methods; or where, in the opinion of the Engineer, in-place compaction testing is not feasible; and if approved by the Engineer, the Contractor may construct a test section to demonstrate acceptable compactive effort in lieu of in-place compaction testing. Test sections shall be constructed at no additional cost to the Owner.
2. The test section shall be completed by repeatedly compacting the material until no further density is achieved. This value shall be the Minimum Test Section Density (MTSD). The compaction equipment used to complete the test section shall be of suitable size to compact the material and shall be the same equipment used to compact the in-place material.
3. The test section shall be constructed with moisture density control as specified in this Section.
4. The material shall be compacted to at least 98% of the MTSD.
5. Each lift of in-place fill or backfill shall be densified using a compactive effort equal to or greater than the effort applied to achieve the MTSD; i.e., if six passes were required to achieve MTSD, then each lift of material shall be compacted using six or more passes.
6. Construct a new test section when, in the opinion of the Engineer, the fill or backfill material has changed character or when the supporting material has changed character.

3.13 GRADING

A. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading

1. Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
   a. Lawn or unpaved areas shall be graded to plus or minus 1 inch.
   b. Walks shall be graded to plus or minus 1 inch.

END OF SECTION 310000

SECTION 312323.14 – COMPACTED GRANULAR BACKFILL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. The Contractor shall furnish, place and compact all the materials needed.

PART 2 - PRODUCTS

2.1 MATERIAL

A. Aggregate shall be ODOT 304 crushed limestone. Crushed gravel or slag products are unacceptable.

B. Contractor shall submit current test reports for the lot(s) of the material to be supplied.

PART 3 - EXECUTION

3.1 PLACING AND COMPACTING

A. Compacted granular backfill shall be properly placed in layers sufficient to meet the compaction requirement of 100% of maximum laboratory dry density per ASTM D 698 throughout the entire layer and thoroughly compacted with mechanical compaction equipment with moisture adjustment as needed. Should after settlement occur, the Contractor must add and compact additional material, and he must maintain the backfill at the required finished grade or sub-grade until the project is satisfactorily completed and during the correction period.

B. Approved mechanical compaction equipment shall be used for tamping backfill. Flooding, jetting or puddling of backfill will not be permitted.

END OF SECTION 312323.14

SECTION 321000- PAVEMENT REPLACEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. The Contractor shall furnish all the equipment, labor and materials necessary to install, replace, and/or restore existing pavement structures together with their respective appurtenances as shown on the plans and as specified herein. This work shall include all of the subgrade preparation, subbase, base, intermediate pavement course(s), and finish pavement courses together with curbing, guttering, tack and/or prime coating, sealing and other pertinent work as necessary to meet the conditions of this contract.

1.3 QUALITY ASSURANCE

A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

1.4 REPAIR OR REPLACEMENT WORK

A. For the repair and/or replacement of all existing pavement structures and their respective appurtenances that are removed and destroyed or otherwise damaged by the Contractor in the course of his performance of the work required under this contract, the Contractor shall furnish all equipment, labor, and materials as necessary to properly restore to a condition equal to that at his entry, and to the satisfaction of the Engineer, the Ohio Department of Transportation, the County Engineer, all cinder, slag, gravel, water-bound macadam, bituminous macadam, asphalt and brick or concrete driveways, curbs, sidewalks and roadways in strict accordance with the drawings and as specified herein.

B. In general, this item will include concrete, steel reinforcement, brick, stone, slag, cinders, gravel, asphalt and other bituminous materials and curbs, gutters, driveway culverts, road and curb drains and the demolition, excavation and removal of existing driveways, sidewalks and roadways.

1.5 REFERENCE TO OTHER PARTS

A. Other sections of these specifications shall apply, as and where applicable to this section and such sections will be the same as though they were included in this section.

B. For all old work where pavement is being repaired and/or replaced as a result of damages occurring thereto during the course of the work of this contract, all clearing and grubbing, removal and storage of topsoil, excavation and/or placing of compacted fill and granular backfill, shall be done as required under other parts of these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Generally, for all repair and replacement work, all new materials shall match the existing and adjoining work in both composition and quality unless otherwise ordered, specified herein, and/or shown on the drawings. In any stone driveway or roadway, the material used for stone fill shall conform to the existing material.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. All pavement work shall be done in strict accordance with the specifications of the governmental body concerned and the latest ODOT specifications as applicable or at the direction of the Engineer.

B. All pavements disturbed by the Contractor's operations shall be relaid to the thickness of the adjoining pavement and, in all cases, the restoring of pavements, shall apply both to foundation courses and to the wearing surface.

C. Should cracks or settlements appear in adjoining pavements, the paving shall be removed to the extent necessary to secure firm and undisturbed bearing and shall be replaced in a satisfactory manner.

D. No permanent pavement shall be installed, repaired, and/or restored unless, or until, in the opinion of the Engineer, the condition of the backfill is such as to properly support the pavement.

E. Where new or replacement concrete pavement or base is placed adjacent to existing concrete pavement or base, contraction joints shall be provided in the new or replacement pavement so as to form a continuous joint with that in the existing pavement.

3.2 ROADWAY SUBGRADE

A. The entire area to be occupied by the roadways and parking areas shall be cleared, topsoil removed and stored, and the excavation or compacted fill made as required and brought to the proper cross-sections. Pipe trenches and other excavations shall be backfilled as required, and thoroughly compacted within the limits of the roadways or parking areas.

B. After the surface of the subgrade has been properly shaped and before any stone or slag is placed, the entire subgrade shall be thoroughly rolled and compacted to a depth of 12 inches under this section. Rolling shall be done with an approved type of self-propelled roller, weighing not less than ten (10) tons. All hollows and depressions which develop during the rolling shall be filled with acceptable materials, and the subgrade rerolled. The process of filling and rolling shall be repeated until no depressions develop, and the entire subgrade has been brought to a uniform condition of stability.

C. All places which, in the opinion of the Engineer cannot be properly rolled, shall be tamped with handheld mechanically or pneumatically powered tampers.

D. In making the compacted fill and in doing the final subgrade rolling, the Contractor shall see that the material to be compacted and/or rolled has the proper moisture content to secure maximum compaction. When, in the opinion of the Engineer, the material is too wet, the compacting shall be delayed until the material has dried sufficiently. When, in the opinion of the Engineer, the material is too dry, the material shall be sprinkled with water in an amount to secure the proper moisture content.

END OF SECTION 321000

SECTION 329200.19 – SEEDING AND MULCHING

PART 1 - GENERAL

1.1 SUMMARY

Installation of seeded areas shall be to the extent shown on Contract Drawings and shall include supplying all seed, topsoil, soil conditioning materials, mulching materials and watering, and the incorporation of these materials into the work as specified.

A. The Contractor shall place topsoil at the depths specified in those areas requiring seeding. Topsoil shall be furnished by the Contractor.

1.2 SUBMITTALS

A. Product Data: For the following:

1. Provide copies of soils tests for both new topsoil (provided) and onsite topsoil for review and approval. This applies to all areas that require seeding, including reconditioned areas.

2. Provide location of properties from which topsoil is to be obtained, names and addresses of owners, depth to be stripped, and crops grown in the past 2 years.

3. Provide the name of the seed supplier, name and phone number, list of the seed, including varieties of seed, labels, and an analysis of the seed for review, 4 weeks prior to the start of seeding.

4. Provide soil amendments information based on soils test requirements.

5. Hydroseed mixture, mulch and application rates prior to performing the work.

1.1 QUALITY ASSURANCE

A. Any subcontracted restoration work shall be performed by a qualified firm specializing in landscape work.

B. The Contractor shall have a soils test done at his expense and analyzed by a state approved testing agency. Soil tests shall be done on both the topsoil stockpiled from the site and new topsoil brought to the site. A minimum of two (2) tests shall be done. The tests shall include percent organic matter, pH, Buffer pH, Phosphorus, Exchangeable Potassium, Calcium, Magnesium, Cation Exchange Capacity and Percent Base Saturation with recommendations for nitrogen, phosphate, potash, magnesium and lime based on plant type and use.

B. Seed: All seed specified shall meet O.D.O.T. specifications as to the percentage purity, weed seed, and germination. All seed shall be approved by the State of Ohio, Department of Agriculture, Division of Plant Industry, and shall meet the requirements of these specifications.

D. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

1.4 PROJECT CONDITIONS

B. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, such conditions shall be rectified by the Contractor before planting, with approval from the Owner's Representative.

D. Soil Stabilization: The Contractor shall provide permanent or temporary soil stabilization to denuded areas within fifteen (15) days after final grade is reached on any portion of the site. Any such area which will not be regraded for longer than fifteen (15) days shall also be stabilized. Soil stabilization includes any measures which protect the soil from the erosive forces of raindrop impact and flowing water. Applications include seeding and/or mulching, or the use of other erosion control measures as directed by the Owner's Representative. If necessary, the Contractor shall coordinate soil stabilization practices with the local Soil and Water Conservation District.

D. Spring-sown work shall be installed between April 1st and May 30th and Fall-sown work shall be installed between September 1st and October 15th. No permanent seeding shall take place between May 30th and September 1st and between October 15th and April 1st. The dates for seeding may be changed at the discretion of the Owner's Representative.

PART 2 - PRODUCTS

2.1 TOPSOIL

A. Topsoil shall be furnished by the Contractor. Stockpiled material, if any, shall be utilized prior to obtaining additional topsoil.

B. All topsoil shall conform to the U.S. Department of Agriculture soil texturing triangle and shall contain between 3% to 8% organic matter. Topsoil shall be loamy and not consist of more than 38% clay. New topsoil shall be screened to remove clay lumps, brush, weeds, litter, roots, stumps, stones larger than ½" in any dimension and any other extraneous or toxic matter harmful to plant growth.

New topsoil shall be obtained only from naturally well drained sites where topsoil occurs in a depth of not less than 4". Do not obtain from bogs or marshes.

C. Soil amendments shall be added according to the soils test requirements. Amendments can include, but are not limited to fertilizer, lime, compost, sand, and organic matter. Organic matter shall consist of composted leaves or other approved material.

2.2 SEED

A. Seed shall be vendor mixed, delivered in original bags and shall be proportioned as follows:

Common Name	Proportion by Weight
Kentucky Blue Grass	50%
Perennial Rye	50%

2.3 MULCH

A. Mulch shall be clean straw free of seed and weed seed.

1. Anchoring for mulch shall be an ODOT specified SS-1 at 60 gal./ton non-toxic tackifier such as Hydro-stik, or equal, or by securing with a photo degradable netting.

B. If hydroseeding is used, wood fiber mulching material shall be used and shall consist of virgin wood fibers manufactured expressly from whole wood chips and shall conform to the following specifications.

- Moisture content	10.0% $\pm$ 3.0%
- Organic content	99.2% $\pm$ 0.8% O.D. Basis
- pH	4.8 $\pm$ 0.5
- Water holding capacity, minimum (grams of water per 100 grams of fiber)	1,000

Wood fiber mulching material shall be processed in such a manner as to contain no growth or germination inhibiting factors, and must contain a biodegradable green dye to aid in visual metering during application.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

A. Rough grading to a depth necessary to accept the specified thickness of topsoil must be approved prior to placing topsoil.

B. Loosen subgrade, remove any stones greater than ½" in any dimension. Remove sticks, roots, rubbish, and other extraneous matter.

C. Spread topsoil to a minimum depth of 4 inches, to meet lines, grades, and elevations shown on plan, after light rolling and natural settlement. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Topsoil shall be tilled thoroughly by plowing, disking, harrowing, or other approved methods. Add specified soil amendments and mix thoroughly into the topsoil.

D. Preparation of Unchanged Grades: Where seed is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for planting as follows: Till to a depth of not less than 6 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Soils test requirements apply here as well.

1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of project limits. Do not turn existing vegetation over into soil being prepared for seed.

   If necessary, supply and install topsoil in areas where there is no topsoil left after vegetation has been removed.

2. Apply specified soil amendments at rates specified in the soils test and thoroughly mix into upper 2 inches of topsoil. Add topsoil if existing grade has less than 4" of topsoil. Delay application of amendments if planting will not follow within two (2) days.

E. Fine grade areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Limit fine grading to areas which can be planted immediately after grading.

F. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

G. Restore areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.2 SEEDING

A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage. Seed shall not be sown when the ground is frozen, muddy, or when weather conditions prevent proper soil preparation, interference with sowing and/or proper incorporation of seed into the soil.

B. Sow seed using a spreader or hydroseeder. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing 3 lbs. per 1000 S.F. at right angles to each other. Total amount to equal a minimum of 6 lbs. per 1000 S.F.

C. For seed sown with a spreader, mulch shall be spread uniformly to form a continuous blanket at a rate of 100 lbs. per 1,000 S.F. Mulch shall be 1 1/2" loose measurement over seeded areas and shall be anchored.

D. Contractor has the option to hydroseed large lawn areas, using equipment specifically designed for such application. The rate of application of wood fiber mulching materials is 40 lbs./1,000 S.F. Contractor shall not hydroseed within close proximity to buildings and structures, or when unfavorable wind conditions may blow the hydroseed material onto the structure. Contractor shall clean all areas not to be seeded of overspray.

E. The seeded area shall be watered, as soon as the seed is applied, at the rate of 120 gallons per 1000 square feet. The water shall be applied by means of a hydroseeder or a water tank under pressure with a nozzle that will produce a spray that will not dislodge the mulching material. Cost of this watering shall be included in the cost of seeding and mulching.

3.3 DORMANT SEEDING METHOD

A. Seeding shall not take place from October 15 through November 20. During this period prepare the seed bed, add the required amounts of lime and fertilizer, and other amendments, then mulch and anchor.

B. From November 20 through April 1, when soil conditions permit, prepare the seed bed, lime and fertilize, apply the selected seed mixture, mulch, and anchor. Increase the seeding rate by 50 percent.

3.4 RECONDITIONING EXISTING LAWNS

A. A soils test shall be required for existing lawns prior to any reconditioning.

B. Recondition all existing lawn areas damaged by Contractor’s operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.

C. Provide soil amendments as called for in the soils test.

D. Provide new topsoil, as required, to fill low spots and meet new finish grades.

E. Cultivate bare and compacted areas according to the topsoil specifications.

F. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from the Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.

G. All work shall be the same as for new seeding.

H. Water newly planted seed areas. Maintenance of reconditioned lawns shall be the same as maintenance of new lawns.

3.5 ESTABLISHMENT

A. Maintain work areas as long as necessary to establish a uniformly close stand of grass over the entire lawn area. A uniformly close stand of grass is defined as the seeded areas having

90%+ coverage of grass at 60 days after seeding. 90%+ coverage is defined as very little or no dirt showing when seeded area is viewed from directly overhead.

B. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth acceptable lawn.

1. Mowing
   a. Mow lawn areas during the period of maintenance to a height of 2 inches whenever the height of the grass becomes 3 inches. A minimum of 3 mowings is required during the period of maintenance.
2. Refertilizing
   a. Distribute fertilizer on the seeded area between August 15 and October 15, during the period when grass is dry, and in accordance with the manufacturer's recommendations. The fertilizer shall be as specified in the soils test.
3. Reseeding
   a. Reseed with the seed specified for the original seeding, at the rate of 4 lbs. per 1,000 S.F. in a manner which will cause minimum disturbance to the existing stand of grass and at an angle of not less than 15 degrees from the direction of rows of prior seeding.
4. Watering

   a. The Contractor shall keep all work areas watered daily to achieve satisfactory growth. Water shall be applied at a rate of 120 gallons per 1,000 square feet. If water is listed as a pay item, it shall be separately paid for based on the actual amount of water used, measured in thousands of gallons.
5. Any mulching which has been displaced shall be repaired immediately. Any seed work which has been disturbed or damaged from the displacement of mulch shall be repaired prior to remulching.

3.6 INSPECTION AND ACCEPTANCE

A. When seeding work is complete and an acceptable stand of growth is attained, the Contractor shall request the Owner's Representative to inspect to determine final acceptance.

B. Acceptance shall be based upon achieving a vigorous uniformly stand of the specified grasses. If some areas are satisfactory and some are not, acceptance may be made in blocks, provided they are definable or bounded by readily identified permanent surfaces, structures, or other reference means. Partial acceptance decisions may be made by the Owner's Representative. Excessive fragmentation into accepted and unaccepted areas shall not be allowed. Unaccepted areas shall be maintained by the Contractor until acceptable.

C. No payment shall be made until areas are accepted.

D. All seeded areas shall be guaranteed for one full growing season to commence upon final acceptance of the areas.

END OF SECTION 329200.19

SECTION 330507.23 - HORIZONTAL BORING AND PIPE JACKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. The work under this section shall include all underground utility crossings where indicated on the contract drawings by boring a casing and placing the carrier pipe within the casing. It is intended that this section apply to all State highways, railroads, and other facilities or structures designated by the Engineer. This section shall also include all necessary excavation, water removal, casing and carrier pipe, and the furnishing of all labor, material, tools, equipment and accessories to complete the work as specified, shown on the contract drawings, or as directed by the Engineer.

B. The Contractor shall provide all shoring, blocking or other special supports required to maintain uninterrupted traffic flow, together with all watchmen, flagmen and other services necessary to complete the work.

1.3 QUALITY ASSURANCE

A. Boring shall follow the guidelines of "The Horizontal Earth Boring and Pipe Jacking Manual" published by the National Utility Contractor's Association.

1.4 JOB CONDITIONS

A. The Contractor shall provide a safe working condition for his personnel and the public with sheeting, if required, for the receiving and boring pits and include barricades around the pits.

1.5 SUBMITTALS

A. Certificates of compliance shall be submitted for casing pipe.

B. Plans and description of the boring arrangement to be used shall be submitted to the Engineer for approval and no work shall proceed until such approval is obtained.

1.6 ALTERNATIVES

A. The Contractor is not limited to any one method for boring. The following methods can be used:

1. Auger Boring.
2. Slurry Boring.
3. Hand Tunneling.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Casing pipe shall conform to ASTM A139, or API 5L, Grade B, and shall be the size and have wall thickness indicated on the drawings.

B. Carrier pipe shall conform to drawings.

C. Drilling fluid shall consist of a mixture of water and a gel-forming colloidal material such as bentonite or approved equal.

D. Materials used for sheeting, sheet piling, cribbing, bracking, shoring and underpinning shall be in good serviceable condition, and timbers shall be sound, free from large or loose knots and of proper dimensions, as required by the Occupational Safety and Health Administration regulations.

2.2 EQUIPMENT

A. All equipment used in the execution of work covered under the utility permit shall have the built-in capacity, stability and necessary safety features required to fully comply with the specifications and requirements without showing evidence of undue stress or failure.

B. It shall be the responsibility of the Contractor to assure that the equipment to be used in the crossing operation is in sound operating condition. Backup equipment may be required where job site conditions indicate that severe damage to the roadway or a hazardous condition may result in the event of an equipment breakdown and where the condition of the equipment to be used indicated that routine component replacement or repair will likely be necessary during the crossing.

C. Jacks shall be hydraulic, mechanical or manual power units providing horizontal thrust for pushing casing and carrier pipe. Jacks shall have sufficient power to satisfactorily complete the proposed crossing according to manufacturer's recommendations.

D. Dewatering equipment shall be used to evacuate ground and surface water from the boring and receiving pit areas.

1. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and they shall be in constantly attended operation on a 24-hour basis until their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of the roadway.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Excavation of the receiving and boring pits shall adequately and safely accommodate the boring equipment, materials and workmen.

B. The face and sides of each pit shall be properly sloped or sheeted and care shall be taken to ensure the safety of the workmen, the integrity of the surface being bored and the traveling public.

C. When augers, or similar devices, are used for pipe emplacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger and cutting head from leading the pipe so that there will be no unsupported excavation ahead of the pipe.

D. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered.

E. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half (1/2) inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.

F. Preparation of the pit floors, whether of dirt, stone or concrete slab, shall be determined by the job conditions. Dewatering provisions shall be considered and implemented as required.

G. If an obstruction is encountered during installation to stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in place and filled completely with grout at the Contractor's expense. The new boring location, direction and depth shall be chosen by the Owner.

H. The casing shall be bored in a straight line and on a uniform and level grade.

I. After the casing is installed, the carrier pipe shall be pushed through on skids to prevent injury to pipe or joints. Every precaution shall be taken to ensure that the joints are and will remain in perfect condition.

J. Bored or jacked installations shall have a bore hole essentially the same as the outside diameter of the pipe. If voids should develop or if the bored hole diameter is greater than the outside of the pipe by more than approximately one (l) inch, grouting or other methods approved by the Engineer shall be employed to fill such voids. Cost of such grouting shall be at the Contractor's expense.

3.2 GROUTING

A. Where grouting is required in accordance with specifications of the Owner it shall be as follows:

1. A uniform mixture of grout shall be placed under pressure between the casing and carrier pipe. Grouting shall start at the lowest point and proceed upwards simultaneously on both sides of the carrier pipe. A plug shall be installed in each grout hole as the grouting is completed.
2. Grouting shall be kept as close to the heading as possible. Grouting shall proceed as directed by the Engineer.

3.3 BLASTING

A. Blasting will not be permitted.

3.4 PERMITS AND INSURANCE

A. Permits

1. The Owner will obtain all permits necessary for working within the right-of-way. The Contractor shall make, with the proper authority, satisfactory arrangements for the actual work of this Item.

B. Insurance

1. The Contractor shall be responsible for obtaining any and all insurance required by the proper authorities to perform this work at his own expense. The Contractor shall save harmless the Owner, and any all public agencies affected by this Contract for work performed under this Item from any claims, damages or injury and shall immediately make whatever repairs are necessary to correct any damage to any highway facility and/or right-of-way.

3.5 METHOD OF MEASUREMENT

A. Measurement for a horizontal boring shall be along the centerline of the pipe, measured from the face of the boring pit to the face of the receiving pit. Where the boring terminates at a manhole, the measurement shall be the center of manhole.

3.6 BASIS OF PAYMENT

A. The unit price per lineal foot of horizontal boring stipulated in the proposal shall include earth excavation, disposal of soil, pit construction, ventilating, lighting, pumping, and the furnishing and placing of all casing pipe and/or tunnel lining, sheeting, shoring, bracing, blocking, sealing, grout, concrete, the specified carrier pipe, joint materials, sand or grout fill, the concrete cradle required to support the installed carrier pipe for the total width and length of the pits, and the furnishing of all labor, materials, tools and appliances necessary to complete the work as specified or shown.

END OF SECTION 330507.23

SECTION 333100 - SANITARY SEWER SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Furnishing all labor, materials, tools, equipment, and services for all sanitary force mains as shown on the Drawings.

B. Although such is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a functional and complete installation.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Section 013319 – Field Testing Requirements

B. Section 310000 - Earthwork

C. Section 015713 - Temporary Erosion Control

1.3 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

A. Granular pipe bedding and cover material specified in Section 310000 - Earthwork

B. Special backfill material specified in Section 310000 - Earthwork

1.5 SUBMITTALS

A. Product Data
   1. Force Main Pipe Material, each type specified
   2. Manhole castings
   3. Precast concrete manholes
   4. Manhole steps
   5. Air Relief Valves
   6. Gaskets and Seals
   7. Restrained Joint Details

B. Shop Drawings
   1. Precast concrete manholes showing:
      a. Orientation plan for each manhole or inlet indicating where all pipes connect.
      b. The size and elevation of connecting pipes.
      c. Details of drop connections.

d. Invert concrete channeling details.
e. Pipe to manhole connection details.
f. Casting and step orientation.

C. Samples

D. Quality Control Submittals
1. Design Data
2. Test Reports
3. Certificates
a. Evidence of current membership in specified manufacturer's associations.
b. Evidence of National Precast Concrete Association (NPCA) certification for the manufacture of precast concrete manholes.
4. Manufacturers Instructions

E. Contract Closeout Submittals
1. Project Record Documents
2. Operation and Maintenance

1.6 REFERENCES

A. ASTM C-150 Standard Specification for Portland Cement

B. ASTM C-443 Standard Specifications for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets

C. ASTM C-478 Standard Specifications for Precast Reinforced Concrete Manhole Sections

D. ASTM C-700 Standard Specification for Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated

E. ASTM C-990 Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants

F. ASTM C-1173 Standard Specification for Flexible Transition Couplings for Underground Piping Systems

G. ASTM D-2321 Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe

H. ASTM D-3034 Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings

I. ASTM D-3212 Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals

J. ASTM F-477 Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

K. ASTM F-679 Standard Specification for Poly(Vinyl Chloride) (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings

L. ANSI/AWWA C111/A21.11 American National Standard for Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings

M. ANSI/AWWA C151/A21.51 American National Standard for Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water and Other Liquids

N. AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. Through 12 in., for Water Distribution

1.7 QUALITY ASSURANCE

A. Qualifications

B Regulatory Requirements

C. Certifications

D. Field Samples

E. Pre-Installation Conference

1.8 PROJECT CONDITIONS

A. Environmental Requirements

B. Existing Conditions
1. Verify locations of underground utilities.
2. Protect existing structures and utilities from damage. Repair if damaged by this work.
3. Do not change pipe sizes without securing written approval of Engineer.

C. Field Measurements
1. If it becomes necessary to change location of sanitary sewer lines due to underground utility interference, secure approval of Engineer.
2. If Contractor initiated, make changes approved by the Engineer without added cost to Owner.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping

B. Acceptance at Site

1. All material and all equipment shall be subject to visual inspection and acceptance or rejection after delivery to the site of the work. All rejected material shall immediately be removed from the site.

C. Storage and Protection

1.10 SEQUENCING AND SCHEDULING

A. Perform no pipe work in fill areas until embankment or fill has been completed to at least two (2) feet above proposed top of pipe and fill has been properly compacted.

PART 2 - PRODUCTS

2.1 PIPE

A. PVC Pressure Rated Pipe

1. PVC pressure pipe shall be designed in accordance with AWWA C900 and shall be Pressure Class 235 and DR-18. The bell section shall be as hydrostatically strong as the pipe wall. Joints for PVC pressure pipe shall be push-on with elastomeric ring in conformance with ASTM F-477. Color shall be green or color approved by the Owner, as to not be confused for waterline pipe.
2. All pipe and fittings shall be marked or stenciled in conformance with AWWA C900. All gaskets shall be marked or stenciled with the ASTM specification designation, name or trademark of the manufacturer, and pipe size.
3. Acceptable manufacturers shall be current members of the Uni-Bell Plastic Pipe Association.

2.2 PRECAST CONCRETE MANHOLES

A. All precast manhole units shall be manufactured in accordance with the provisions of ASTM C-478.

B. Joints between manhole units shall be gasketed and shall comply with the requirements of ASTM C-443. All gaskets shall be marked or stenciled with the ASTM specification designation, name or trademark of the manufacturer, and pipe size.

C. The standard length of riser units shall be 48 inches. Lengths of 32 inches or 16 inches shall be used to meet required dimensions.

D. Openings for connecting pipes in riser units, bottom riser units, integral base units, and for access in flat slabs shall be preformed or cored by the manufacturer. Cut-out openings shall be made immediately after the pipe is removed from the casting form.

F. All openings in existing manholes shall be field cored and shall have mechanical connectors complying with the requirements of ASTM C-923 and shall be equal to Kor-N-Seal as manufactured by NPC, Inc., Milford, NH.

G. Annular spaces at pipe entrances shall be field sealed with a one component, hydraulic cement based, fast setting repair mortar equal to Thoro Products Waterplug as manufactured by ChemRex Inc., Shakopee, MN.

H. The top four (4) inches to twelve (12) inches of the manhole shall provide for adjustment of casting to grade. Adjustment shall be through the use of a maximum of two (2) precast concrete adjusting collars.

I. Where pressure tight manhole frames and covers are specified, threaded inserts shall be cast in eccentric cones or flat slab tops, and holes formed or cored in adjusting rings to match bolt size and spacing specified for manhole casting.

2.3 MANHOLE STEPS

A. All steps shall be minimum of twelve (12) inches in width with safety side lugs to prevent slipping and shall conform to the latest OSHA requirements. Manhole steps shall be of polypropylene plastic reinforced with a 3/8", No. 60 grade epoxy coated reinforcing rod.

B. Manhole steps shall conform to the requirements of ASTM C-478.

C. Acceptable manufacturers are:
   1. American Step Company, Inc.
   2. Lane International, Inc.
   3. M. A. Industries, Inc.

2.4 CASTINGS

A. All castings shall be true to pattern and free from cracks, gas holes, flaws and excessive shrinkage. Surfaces shall be free from burnt-on sand and shall be reasonably smooth. Runners, fins, risers and other cast-on pieces shall be removed. Castings for manhole frames and covers and for any other purpose under these specifications shall conform to all the requirements for Class No. 35B for Gray Iron Castings of the ASTM A-48. All castings shall be commercially machineable and, in the case of manholes, the frame and cover shall be so machined that it will be impossible to rock the cover after it has been seated in the proper position in the frame.

   1. Manhole frames and covers shall be as detailed on the Drawings.

2.6 MANHOLE ENCAPSULATION MATERIALS

A. Manhole encapsulation material shall be irradiated and cross-linked polyethylene impermeable backing, coated with protective heat-activated adhesive. Material width shall be sufficient to extend 4-inches below the cone unit-grade ring joint and 4-inches above the grade ring-frame joint.

B. The manhole encapsulation material shall be as manufactured by Canusa, Division of Shaw Resources Inc., The Woodlands, TX or equal.

C. Primer shall be as recommended by the manufacturer.

2.7 PREFORMED BUTYL MASTIC SEALANT

A. Preformed butyl mastic sealant material shall be furnished in 1-inch wide strips conforming to the requirement of ASTM C-990.

B. The butyl mastic sealant shall be Bidco C-56 as manufactured by Bidco Sealants, Inc., Park Hills, MO or equal.

2.8 COUPLINGS

A. Couplings for connecting dissimilar pipe materials or pipe sizes shall be a rubber type coupling with a sealing "O" ring under each of two sealing clamp bands and a Type 316 stainless steel shear ring. Coupling shall be manufactured with natural and synthetic rubbers conforming to ASTM C 425 and ASTM C 1173.

B. Coupling shall be Flex-Seal Adjustable Repair Coupling as manufactured by the Mission Rubber Company, Corona, CA, or approved equal.

PART 3 - INSTALLATION

3.1 ALIGNMENT AND GRADE

A. Horizontal and Vertical Control
   1. All horizontal and vertical control required for the complete layout and performance of the Work under this contract shall be done by a registered surveyor at the Contractor's expense, and any observations by the Engineer of the Contractor's methods will not relieve the Contractor of his responsibility.
   2. The Contractor shall be solely responsible for the accuracy of all horizontal and vertical control.

B. Alignment and grade shall be established by means of a laser beam.

C. The Contractor shall furnish all material and labor to establish line and grade of the generated laser beam from the benchmarks and control points indicated on the

Drawings. The laser shall be securely anchored and checked periodically by the Contractor. The laser calibration shall be demonstrated when requested by the Engineer. Strict adherence to the manufacturer's operation procedure shall be observed. Only qualified and trained employees may be assigned to install, adjust, or operate laser equipment, and proof of qualifications of the equipment operator must be available at all times. Areas in which lasers are used must be posted with standard laser warning placards, and the laser beam shall be turned off when not needed. During rain, snow, dust, excessive heat, or fog the operation of laser systems shall be prohibited where practicable because of beam scatter.

3.2 PIPE INSTALLATION

A. All pipe installation shall conform to the trench and bedding details shown on the Drawings.

B. PVC pipe shall be installed in full compliance with ASTM D-2321.

C. Only one type and strength of pipe shall be used between any two consecutive manholes, unless otherwise shown on the Drawings.

D. After the trench has been excavated and the pipe bedded , the pipe shall be laid to the line and grades as shown on the Drawings. All joints shall be made as hereinafter specified. In no case shall any material except bedding material be placed under the bell of the pipe to secure proper grade.

E. Prior to being lowered into the trench, each pipe shall be carefully inspected and those which are damaged or not meeting the specified requirements shall be rejected and clearly marked as rejected and removed from the Work. Satisfactory means shall be used to hold the pipe in line until embedment of pipe is complete. Precautions shall be taken to insure that the spigot end of the pipe being laid is pushed the proper depth into the bell of the preceding pipe.

F. All conduit shall be laid starting at the outlet end and laid with the bell end upstream.

G. In no case shall more than thirty (30) feet of trench be opened in advance of the pipe laying operations.

H. Conduit shall not be laid in water, mud, or any otherwise unsuitable trench No drainage shall run through the newly laid pipe. All sewers shall be temporarily capped with a watertight seal at the open ends at the completion of each day's work and no drainage water shall be permitted to flow through the sewer.

I. All trenches and excavations shall be backfilled as specified as soon as possible after the pipe is laid and jointed. Where concrete encasement or cradle is used, pipe shall not be backfilled for at least twenty four (24) hours after placing concrete except that pipe may be covered to a depth of not to exceed sixteen (16) inches over the top of the pipe.

3.3 JOINTING

A. Polyvinyl Chloride (PVC) Pipe
   1. Dust, dirt and foreign matter shall be removed from joint surfaces. When jointing pipe using the required compression type joint, a lubricant recommended by the gasket manufacturer shall be used. The gasket shall be lubricated by drawing it through lubricant held in the hand of the worker, thus coating the entire surface of the gasket.
   2. When laying the pipe in concrete bedding, care shall be exercised to prevent the joint materials from coming in contact with the fresh concrete until after the joint has been completed.

3.4 PERMISSIBLE DEFLECTION AT JOINTS

A. No pipe deflections or springing of joints, to effect a change in direction will be allowed, except by permission or direction of the Engineer, or as shown on the Drawings. Any permitted or directed deflection shall be a maximum of 80 percent of the allowable deflection value established by the pipe manufacturer.

3.5 MANHOLES

A. Build each manhole to dimensions shown on Drawings and at such elevation that pipe sections built into wall of manhole will be true extensions of line of pipe.

B. Set frames for manholes, within areas to be paved, to final grade. In asphalt pavement, surround frames set to grade with a ring of compacted asphalt concrete base material immediately after backfilling operations are complete. Place asphalt concrete mixture up to one (1) inch below top of frame, slope to grade, and compact with hand tamp.

C. Precast bases shall be placed on a bed of crushed gravel or crushed limestone, meeting AASHTO M 43 gradation, having a minimum thickness of three (3) inches. The bedding shall be compacted and provide uniform support for the entire area of the base.

D. Provision shall be made for a minimum of four (4) inches and a maximum of twelve (12) inches of precast concrete grade rings between the uppermost precast section and the bottom of the cast iron manhole frame in order to set manhole cover to grade.

E. Inverts shall be formed to the equivalent of half-pipes in concrete and as follows:
   1. Carry concrete out to the manhole wall with a slope of ½ in./ft. from the top of the half-pipe.
   2. The bottoms of all manholes shall be channeled to conduct flow in the planned direction. Channels shall be the true shape of the lower half of the sewer pipe and shall match inverts of connecting pipe at the manhole wall.

3.6 MAINTAINING SEWAGE FLOW

A. The Contractor shall be required to maintain the flow in all existing live sewers during construction and the method employed shall be approved by the Engineer.

3.7 REPLACING, MOVING AND REPAIRING OF EXISTING UTILITIES

A. The Contractor shall replace, move, support, or repair and maintain all pipes for water, steam, air or gas, and all wire conduit(s), and all other structures encountered in the work and repair all damage done to any of the said structures and appurtenances through his acts or neglect and shall keep them in repair during the life of the Contract. The Contractor shall in all cases leave them in as good condition as they were previous to the commencement of the work and to the full satisfaction of the Owner.

3.8 CONNECTION TO EXISTING SEWER SYSTEM

A. The Contractor shall make connections to the existing sewer system as shown on the Drawings. The connections shall be made by the Contractor at such hours that will cause the least disturbance to the flow in the existing sewer system. The Contractor, however, shall notify the Engineer at least five working days in advance of the time he desires to make the connections and no such connections shall be made until the permission of the Engineer is obtained.

3.9 CLEAN-UP

A. Before final acceptance for the Work, the Contractor shall clear the sewers of any mortar, dirt or other refuse that may have been left or accumulated in the sewers. All manholes and other structures shall be cleared of all forms, scaffolding, bulkheads, centering, surplus mortar, rubbish or dirt and left in a clean and proper condition.

3.10 DEFECTS TO BE MADE GOOD

A. If, at any time before the completion of the contract, any broken pipes, or any defects, are found in the sanitary sewers or in any of their appurtenances, the Contractor shall cause the same to be removed and replaced by proper material and workmanship, without extra compensation for the labor and material required. All materials shall be carefully examined by the Contractor for defects before placing and any found defective shall not be placed in the line.

END OF SECTION 333100

SECTION 400523 - PROCESS VALVES

PART 1 - GENERAL

1.1 SUMMARY

A. Extent of each type of size of valve required is indicated on drawings and/or schedule.

B. All valves used for a particular service are to be of the same manufacturer, make and style for each valve type.

C. Each valve unit shall be of the proper size and type to suit the intended service with appropriate; body style, operator, joint accessories, coatings, guides, supports, pertinent accessories to be complete, in placed, tested and ready for service in conformance with project conditions.

1.2 SUBMITTALS

A. General: Submit the following in accordance with conditions of Contract and Division 1 Specification Sections.

B. Product Data: Provide manufacturer's illustrated catalog data depicting general construction, materials list, coatings and necessary appurtenances in sufficient detail to verify product compliance.

C. Shop Drawings: Provide manufacturer's drawings showing; principal dimensions, operator detail and arrangements, project schedule tag reference or location of intended usage as required to suit project conditions.

1.3 QUALITY ASSURANCE

A. Each valve shall be subjected to operation and hydrostatic tests at the manufacturer's plant as specified within applicable AWWA Standards.

B. All coated surfaces shall receive manufacturer's production and holiday testing as specified in applicable AWWA Standards.

1.4 DELIVERY, STORAGE AND HANDLING

A. Preparation for Transport: Prepare valves for shipping as follows:

1. Ensure valves are dry and internally protected against rust and corrosion.
2. Protect valve ends against damage and entry of dirt, etc. by use of appropriate end protectors.
3. Set valves in best position for handling. Set gate valves closed to prevent rattling; set plug valves open to minimize exposure of functional surfaces; and block swing check valves in either closed or open position.

B. Storage: Use the following precautions during storage:

1. Do not remove valve end protectors unless necessary for inspection; then reinstall for storage.
2. Protect valves from weather. Store valves indoors. Maintain valve temperature higher than the ambient dew point temperature. If outdoor storage is necessary, support valves off the ground or pavement in watertight enclosures.

C. Handling: Use a sling to handle valve whose size requires handling by crane or lift. Rig valves to avoid damage to exposed or internal valve parts. Do not use handwheels and stems as lifting or rigging points.

PART 2 - PRODUCTS

2.1 GENERAL

A. Valves bodies shall be of either gray or ductile cast iron and shall have the name, monogram, or initials of the manufacturer cast thereon.

B. Valves shall have non-rising stems, open by turning left or counter-clockwise and be provided with either a 2-inch square nut for buried valves or handwheel for exposed valves unless otherwise noted. The direction of opening shall be indicated by an arrow cast on the body and/or the actuator.

C. All body bolts and nuts shall be stainless steel for buried, submerged or nonprotected applications and exposed or interior applications.

2.2 PRESSURE RELEASE/VACUUM VALVES

A. Wastewater Air/Vacuum valves shall be fully automatic float operated valves designed to exhaust large quantities of air during the filling of a piping system and close upon liquid entry. The valve shall re-open during draining or if a negative pressure occurs.

B. The valves shall have full size NPT inlets and outlets equal to the nominal valve size. The body inlet connection shall be hexagonal for a wrench connection. The body shall have 2” NPT cleanout and 1” NPT drain connections on the sides of the casting. The cover shall be bolted to the valve body and sealed with a flat gasket. A threaded adjustable orifice button shall provide drop tight shut off to the full valve pressure rating.

C. The valves shall be designed for wastewater applications.

D. Floats shall be unconditionally guaranteed against failure including pressure surges. Extended mechanical linkage shall provide suitable mechanical advantage so that the valve will open under full operating pressure.

E. The valve body and cover shall be constructed of ASTM A126 Class B cast iron.

F. The orifice, float and linkage mechanism shall be constructed of Type 316 stainless steel. Non-metallic floats or linkage mechanisms are not acceptable. The orifice button shall be Buna-N.

G. The air release/vacuum valves shall be as manufactured by Val-Matic Valve and Manufacturing; or an approved equivalent.

2.3 OPERATORS

A. All valves 6 inches and larger, and all buried, submerged, or chain operated valves shall be gear operated. Gears for valve operation shall be sized for the working pressure and installed in such a manner that the stuffing box will be accessible for packing.

B. Manual Operation

1. Valves shall be equipped with nut, handwheel, crank, chain, gears, floor stand, and other appurtenances as required for manual operation as specified or scheduled.
2. Operation shall be designed so that the effort required to operate the handwheel, lever, or chain shall not exceed 25 lbs. applied at the extremity of the wheel or lever.
3. Handwheels on valves 4 in. and larger shall not be less than 12 in. in diameter.
4. Chainwheels shall be provided when installed centerline of valve is over 5 ft.-6 in. above the floor. Chains shall be cadmium plated and loop 3 ft.-6 in. from the floor. Orient chainwheel and provide intermediate pulley mounting, if necessary, to permit unobstructed chain operation.
5. Wrench nuts shall be cast iron or bronze, 1-15/16 in. at top, 2 in. square at base and 1-3/4 in. high with a flanged base.

    a. Provide one (1) tee wrench for each valve type used and of each significant length differential required. All wrenches supplied shall be a length so that the bar handle extends approximately 3 feet above finished grade in addition to the required bury depth length(s).

2.4 PROTECTIVE COATINGS

A. All iron parts of valve assemblies shall be painted before leaving the shop.

B. All exterior and internal waterway ferrous surfaces of each valve, except finished or bearing surfaces shall be shop painted with a liquid or powder epoxy coating of approximately 10 mils dry film thickness conforming to AWWA C-550.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Valves shall be carefully handled and placed so as not to permit any damage to the interior coatings, disc or seat. Internal type lifting devices shall not be permitted. Do not use handwheels or stems as lifting of rigging points.

B. All valves shall be carefully installed in their respective positions free from distortion and stress. Connecting joints shall conform to applicable requirements of the specifications.

C. Stem guides shall be accurately aligned.

D. If the valve box is tipped or otherwise not centered on the valve operating nut or not installed at the proper elevation, the Contractor shall, at his own expense, make whatever correction is required to remedy the defect promptly, upon notice to do so by the Engineer.

3.2 TESTING

A. All valves shall be tested in place by the Contractor as far as practicable under conditions for the pipelines in which they are placed, and defects revealed in valves or connections under test shall be corrected at the expense of the Contractor to the satisfaction of the Engineer.

3.3 OPERATION AND MAINTENANCE MANUALS

A. Prior to or with the delivery of equipment, the manufacturer shall provide copies of an operation and maintenance manual including storage, installation, start-up, operating and maintaining instructions, and a complete parts and recommended spare parts list. The O & M Manuals shall be in compliance with the General Requirements of these specifications.

END OF SECTION 400523

SECTION 6
STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS

1. The "Construction and Material Specifications" of the State of Ohio Department of Transportation (ODOT), 2023 edition, current ODOT supplemental specifications, and current ODOT standard drawings shall govern work and materials which are not specified or modified herein or on the project Contract Drawings. All references to "the Department" shall be changed to "the Owner or his Representative." The project Contract Drawings and Specifications, in the event of a discrepancy, shall supersede the ODOT Specifications.

   The absence of an “As Per Plan” designation on some item descriptions in the proposal for which there are clear and controlling plan notes, specifications, or other requirements does not relieve the Contractor of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes, specifications, or other requirements and the Contractor shall have no basis of claim based upon an “order of precedence”.

   ODOT 104.02 D., 611.04, 611.12, and 611.13 shall not apply to this project.

SECTION 7
SPECIFIC PROJECT REQUIREMENTS

SPECIFIC PROJECT REQUIREMENTS

1 - CONTACT DURING BIDDING

1.1 All questions during bidding should be addressed to Patrick Blake, P.E., who can be reached at CT Consultants, Inc., 8150 Sterling Court, Mentor, Ohio 44060 at (440) 530-2341

2 - GEOTECHNICAL REPORT

2.1 A Geotechnical Subsurface Investigation dated August 28, 2023 CT Consultants, Inc. was relied upon by the Engineer in the preparation of drawings and specifications. Copies of the report are provided along with each bid set but are not considered to be part of the bid documents.

3 - CORRECTION PERIOD

3.1 The Correction Period in Section 13.07 of the General Conditions shall be changed from a one (1) year to a two (2) year period.

4 - INSURANCE

4.1 Section SC-5.04(D) of the Supplementary Conditions shall be deleted and no "all risk builders risk" or "installation floater" insurance need be purchased by the Contractor.

4.2 See the following Bid Set Sections for Insurance Requirements:

A. Section 1, Instructions to Bidders, Part 10 Insurance
B. Section 3, General Conditions, Article 5 Bonds and Insurance (EJCDC) or Article 11 Insurance and Bonds (AIA), whichever is used in the Bid Set
C. Section 4, Supplemental Conditions

5 - WORKING HOURS

5.1 No work shall be performed between the hours of 7:30 PM and 7:30 AM nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.

6 - PROJECT COMPLETION

6.1 All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 14 days after receipt of the punch list. Failure to complete the punch list work within the allotted time will result in assessment of liquidated damages.

7 - MSDS SHEETS

7.1 Contractors or suppliers shall furnish MSDS sheets for any hazardous substance brought onto county property or a county job site.

SECTION 8
PREVAILING WAGE RATES

PREVAILING WAGES

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 Ohio Department of Commerce Division of Industrial Compliance (https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform). 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 attached. If the Contractor needs a wage determination for any trade not included herein, he shall contact the Owner's Prevailing Wage Coordinator.

Prevailing Wage Determination Cover Letter

County: -Select-
Determination Date:
Expiration Date:

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

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

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

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

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

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

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

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

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

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

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

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

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500

PREVAILING WAGE THRESHOLD LEVELS
IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

"New" construction threshold for *Building* Construction:	**$250,000**
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for *Building* Construction:	**$75,000**

As of January 1, 2024:

"New" construction that involves *roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction* threshold level has been adjusted to:	**$98,974**
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves *roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction* threshold level has been adjusted to:	**$29,653**

A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov

Ohio.gov | Department of Commerce

Prevailing Wage Contractor Responsibilities

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

Collapse All Sections

General Information

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

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or $27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

a. Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
b. Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
    1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
    2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.

3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
   1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
   2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
   1. Time cards, time sheets, daily work records, etc.
   2. Payroll ledger\journals and canceled checks\check register.
   3. Fringe benefit records must include program, address, account number, & canceled checks.
   4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
   5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
   1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
   1. Employees' names, addresses, and social security numbers.

a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.

2. Employees' work classification.
   a. Be specific about the laborers and/or operators (Group)
   b. For all apprentices, show level/year and percent of journeyman's rate
3. Hours worked on the project for each employee.
   a. The number of hours worked in each day and the total number of hours worked each week.
4. Hourly rate for each employee.
   a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
   b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
   a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
   b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.
6. Gross amount earned on all projects during the pay period.
7. Total deductions from employee's wages.
8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

Ohio.gov | Department of Commerce

Preparing Certified Payroll Reports

Collapse All Sections

General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115.

Note: The use of this particular form is not mandatory, employers may submit their own forms that are approved by the public authority contracting for the project, provided that all of the required information is included.

Certified Payroll Heading

- **Employer name and address:** Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime.
- **Project:** Name and location of the project, including county.
- **Contracting Public Authority:** Name and address of the contracting public authority.
- **Week Ending:** Month, day, and year for last day of reporting period.
- **Payroll # :** Indicates first, second, third, etc. payroll filed by the company for the project.
- **Page indicator:** number of pages included in the report.
- **Project Number:** Determined by the public authority. If there is no number leave blank.

Information by Column

1. **Employee Name, Address and Social Security number:** This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
2. **Work Class:** List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
3. **Hours Worked, Day & Date:** In the first row of column 3 enter days of pay period example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
4. **Project Total Hours:** Total the hours entered for pay period.
5. **Base Rate:** Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
    - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
    - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.

- Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.

6. **Project Gross:** Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
7. **Fringes:** If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer\\'s share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
8. **Total Hours All Jobs:** Total all hours worked during the pay period including non-prevailing wage jobs.
9. **Total Gross All Jobs:** Gross amount earned in the pay period for all hours worked.
10. Self explanatory.
11. Self explanatory.
12. Self explanatory.

Certified Payroll Report

Report for: ☐ Check if Subcontractor[1)] Contract No: Payroll No: _____

Company:[1)] _____ If Sub, GC/Prime Contractor Name: _____

Address: _____ Project Name & Location: Week Ending: _____

City, State, Zip _____ Public Authority (Owner): _____

Phone No: _____ Sheet:[2)] _____ of _____

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2.Work Class[3)]	3.Prevailing Wage Project Hours Worked - Day & Date								4.Total Hours	5.Base Rate	6.Project Gross	7. Fringes: ☐ Cash ☐ Approved Plans ☐ Cash & Approved Plans						Weekly Payroll Amount			
													Fringe Rate Your Company Pays Per Hour						8.Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs
													H&W	Pens	Vac	Hol	Other	Total				
		OT																				
		ST																				
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1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissable deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title _____ Signature _____ Date _____

11/14 jc

[2)]Attach additional sheets as necessary. [3)]Type in continuous line, text will wrap.

PW.11

Classification = All, County = ASHTABULA, Union = All

County	Classification	Effective	Posted	Union
ASHTABULA	Boilermaker	4/3/2019	4/3/2019	Boilermaker Local 744
ASHTABULA	Bricklayer	6/7/2023	6/7/2023	Bricklayer Local 23 Heavy Hwy (A)
ASHTABULA	Bricklayer	6/7/2023	6/7/2023	Bricklayer Local 23 Heavy Hwy (B)
ASHTABULA	Bricklayer	5/24/2023	5/24/2023	Bricklayer Local 23 (Cleveland Marble Finisher)
ASHTABULA	Bricklayer	5/24/2023	5/24/2023	Bricklayer Local 23 (Cleveland Marble Mason)
ASHTABULA	Bricklayer	5/24/2023	5/24/2023	Bricklayer Local 23 (Cleveland Marble, Terrazzo, & Mosiac)
ASHTABULA	Bricklayer	5/24/2023	5/24/2023	Bricklayer Local 23 (Cleveland Terrazzo Finisher)
ASHTABULA	Bricklayer	5/3/2023	5/3/2023	Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)
ASHTABULA	Bricklayer	5/3/2023	5/3/2023	Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)
ASHTABULA	Bricklayer	5/3/2023	5/3/2023	Bricklayer Local 23 (Mentor)
ASHTABULA	Carpenter	8/30/2023	8/30/2023	Carpenter Commercial Zone NEO 1A
ASHTABULA	Carpenter	8/30/2023	8/30/2023	Carpenter Floorlayer Zone NEO 1A
ASHTABULA	Carpenter	8/30/2023	8/30/2023	Carpenter Hev Hwy Zone NHH C1-B
ASHTABULA	Carpenter	9/13/2023	9/13/2023	Carpenter Insulation Zone NEO 1A
ASHTABULA	Carpenter	8/30/2023	8/30/2023	Carpenter Millwright NE Zone M1-A
ASHTABULA	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
ASHTABULA	Carpenter	8/30/2023	8/30/2023	Carpenter Pile Driver Hev Hwy Zone NHH P2-B
ASHTABULA	Cement	8/25/2021	8/25/2021	Cement Mason Local 404
ASHTABULA	Cement Mason	5/1/2023	4/26/2023	Cement Mason Statewide HevHwy Exhibit B District I
ASHTABULA	Electrical	11/10/2022	11/10/2022	Electrical Local 673 Lightning Rod
ASHTABULA	Lineman	2/7/2024	2/7/2024	Electrical Local 71 Cleveland Commercial Projects
ASHTABULA	Lineman	2/7/2024	2/7/2024	Electrical Local 71 Cleveland Municipal Power & Transit
ASHTABULA	Lineman	2/7/2024	2/7/2024	Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland
ASHTABULA	Lineman	2/7/2024	2/7/2024	Electrical Local 71 High Tension Pipe Type Cable
ASHTABULA	Lineman	2/7/2024	2/7/2024	Electrical Local 71 Outside Utility Power
ASHTABULA	Lineman	2/7/2024	2/7/2024	Electrical Local 71 Underground Residential Distribution
ASHTABULA	Voice Data Video	1/10/2024	1/10/2024	Electrical Local 71 Voice Data Video Outside
ASHTABULA	Elevator	5/30/2012	5/30/2012	Elevator Local 17
ASHTABULA	Elevator	6/8/2022	6/8/2022	Elevator Local 17
ASHTABULA	Glazier	5/1/2023	4/26/2023	Glazier Local 181
ASHTABULA	Ironworker	12/24/2020	12/24/2020	Ironworker Local 17
ASHTABULA	Laborer Group 1	5/1/2023	4/26/2023	Labor HevHwy 2
ASHTABULA	Laborer	5/1/2023	4/26/2023	Laborer Local 245
ASHTABULA	Operating Engineer	5/1/2023	4/26/2023	Operating Engineers - Building Local 18 - Zone I (A)
ASHTABULA	Operating Engineer	5/1/2023	4/26/2023	Operating Engineers - HevHwy Zone I
ASHTABULA	Drywall Finisher	5/1/2023	4/26/2023	Painter Local 505
ASHTABULA	Painter	6/10/2015	6/10/2015	Painter Local 639
ASHTABULA	Painter	7/5/2023	7/5/2023	Painter Local 639 Zone 1 Sign
ASHTABULA	Painter	1/10/2024	1/10/2024	Painter Local 707
ASHTABULA	Painter	1/10/2024	1/10/2024	Painter Local 707 HvyHwy
ASHTABULA	Pipefitter	8/30/2023	8/30/2023	Pipefitter Local 120
ASHTABULA	Pipefitter	8/30/2023	8/30/2023	Pipefitter Local 120 Mechanical Equipment
ASHTABULA	Plaster	5/31/2023	5/31/2023	Plasterer Local 526
ASHTABULA	Plumber	5/17/2023	5/17/2023	Plumber Local 55
ASHTABULA	Roofer	4/30/2023	4/26/2023	Roofer Local 44
ASHTABULA	Sheet Metal Worker	8/2/2023	8/2/2023	Sheet Metal Local 33 Industrial Door
ASHTABULA	Sheet Metal Worker	5/1/2023	4/26/2023	Sheet Metal Local 33 (Cleveland)
ASHTABULA	Sprinkler Fitter	4/6/2022	4/6/2022	Sprinkler Fitter Local 669
ASHTABULA	Truck Driver	5/1/2023	4/26/2023	Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
ASHTABULA	Truck Driver	5/1/2023	4/26/2023	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957

ASHTABULA	Truck Driver	5/1/2023	4/26/2023	Truck Driver Bldg & HevHwy Class 3 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
ASHTABULA	Asbestos Worker	8/23/2018	8/23/2018	Asbestos Local 207 OH
ASHTABULA	Asbestos Worker	10/4/2023	10/4/2023	Asbestos Local 3 Heat & Frost Insulators
ASHTABULA	Asbestos Worker	10/4/2023	10/4/2023	Asbestos Local 84 Heat & Frost Insulators
ASHTABULA	Cement Mason	5/1/2023	4/26/2023	Cement Mason Statewide HevHwy
ASHTABULA	Electrical	11/27/2023	11/22/2023	Electrical Local 573 Inside
ASHTABULA	Electrical	1/31/2024	1/31/2024	Electrical Local 573 Lt Commercial
ASHTABULA	Voice Data Video	9/6/2023	9/6/2023	Electrical Local 573 Voice Data Video
ASHTABULA	Electrical	2/7/2024	2/7/2024	Electrical Local 673 Inside
ASHTABULA	Electrical	6/7/2023	6/7/2023	Electrical Local 673 Inside Lt Commercial Northern
ASHTABULA	Voice Data Video	6/14/2023	6/14/2023	Electrical Local 673 Voice Data Video
ASHTABULA	Ironworker	6/1/2023	5/31/2023	Ironworker Local 207

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Boilermaker Local 744

Change # : LCNO1-2019fbLoc744

Craft : Boilermaker **Effective Date :** 04/03/2019 **Last Posted :** 04/03/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	$38.05		$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$67.76	$86.78
Apprentice	**Percent**											
1st 6 months	70.02	$26.64	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$56.35	$69.67
2nd 6 months	72.52	$27.59	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$57.30	$71.10
3rd 6 months	75.00	$28.54	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$58.25	$72.52
4th 6 months	77.51	$29.49	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$59.20	$73.95
5th 6 months	80.00	$30.44	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$60.15	$75.37
6th 6 months	85.03	$32.35	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$62.06	$78.24
7th 6 months	90.00	$34.25	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$63.96	$81.08
8th 6 months	95.00	$36.15	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$65.86	$83.93
Helper	60.00	$22.83	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$52.54	$63.96

Special Calculation Note : Other is Supplemental Health

Ratio :

5 Journeymen to 1 Apprentice to 1 Helper

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CARROLL, COSHOCTON, CUYAHOGA, GEAUGA, HARRISON, HOLMES, LAKE, LORAIN, MAHONING, MEDINA, PORTAGE, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN01-2023ibLoc23HevHwyA

Craft : Bricklayer **Effective Date :** 06/07/2023 **Last Posted :** 06/07/2023

	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	$32.40		$9.75	$9.03	$0.52	$0.00	$0.00	$0.00	$0.00	$0.00	$51.70	$67.90
Apprentice	**Percent**											
1st year	70.00	$22.68	$9.75	$9.03	$0.52	$0.00	$0.00	$0.00	$0.00	$0.00	$41.98	$53.32
2nd year	80.00	$25.92	$9.75	$9.03	$0.52	$0.00	$0.00	$0.00	$0.00	$0.00	$45.22	$58.18
3rd year	90.00	$29.16	$9.75	$9.03	$0.52	$0.00	$0.00	$0.00	$0.00	$0.00	$48.46	$63.04

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN01-2023ibLoc23HevHwyB

Craft : Bricklayer **Effective Date :** 06/07/2023 **Last Posted :** 06/07/2023

	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	$33.39		$9.75	$9.03	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$52.70	$69.39
Apprentice	**Percent**											
1st year	70.00	$23.37	$9.75	$9.03	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$42.68	$54.37
2nd year	80.00	$26.71	$9.75	$9.03	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$46.02	$59.38
3rd year	90.00	$30.05	$9.75	$9.03	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$49.36	$64.39

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Marble Finisher)

Change # : LCN01-2023ibLoc23ClevMarFin

Craft : Bricklayer **Effective Date :** 05/24/2023 **Last Posted :** 05/24/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Finisher	$30.55		$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$46.31	$61.59
Apprentice Tile Marble Finishers	**Percent**											
1st 6 months	60.00	$18.33	$9.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.28	$37.44
2nd 6 months	70.02	$21.39	$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$37.15	$47.85
3rd 6 months	75.00	$22.91	$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$38.67	$50.13
4th 6 months	80.00	$24.44	$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$40.20	$52.42
5th 6 months	85.00	$25.97	$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$41.73	$54.71
6th 6 months	90.00	$27.50	$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$43.25	$57.00

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.
Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1-2 Journeymen to 1 Apprentice
3- 4 Journeymen to 2 Apprentice
5-6 Journeymen to 3 Apprentice
7-8 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work.

Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety.

Marble Finishers:Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Marble Mason)

Change # : LCN01-2023ibLoc23ClevMarMas

Craft : Bricklayer Effective Date : 05/24/2023 Last Posted : 05/24/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Horizontal Marble Mason	$27.10		$9.85	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$47.07	$60.62
Masonary Maintenance Specialist	$13.55		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.55	$20.33
Apprentice	**Percent**											
1st 6 Months	60.00	$16.26	$9.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.11	$34.24
2nd 6 Months	65.00	$17.62	$9.85	$1.60	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$29.74	$38.54
3rd 6 Months	70.00	$18.97	$9.85	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$38.94	$48.42
4th 6 Months	75.00	$20.33	$9.85	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$40.30	$50.46
5th 6 Months	80.00	$21.68	$9.85	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$41.65	$52.49
6th 6 Months	85.02	$23.04	$9.85	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$43.01	$54.53
MASON TRAINEES												
1st 90 Days	45.00	$12.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.20	$18.29
1st year after 90 Days	45.00	$12.20	$9.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.05	$28.14
2nd Year	50.00	$13.55	$9.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23.40	$30.18

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

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Ratio :

1-2 Journeyman to 1 Apprentice
3-4 Journeyman to 2 Apprentices
5-6 Journeyman to 2 Apprentices
6-10 Journeyman to 3 Apprentices

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) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :

In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Marble, Terrazzo, & Mosiac)

Change # : LCN01-2023ibLoc23ClevMarTerMos

Craft : Bricklayer **Effective Date :** 05/24/2023 **Last Posted :** 05/24/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Marble, Terrazzo, Mosaic	$37.90		$9.95	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$58.08	$77.03
Swing Scaffold Workers	$38.90		$9.95	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$59.08	$78.53
Stack	$38.40		$9.95	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$58.58	$77.78
Masonary Maintenance	$17.06		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.06	$25.59
Apprentice	**Percent**											
1st 6 months	60.00	$22.74	$9.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.69	$44.06
2nd 6 months	65.00	$24.64	$9.95	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$44.82	$57.13
3rd 6 months	70.00	$26.53	$9.95	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$46.71	$59.97
4th 6 months	75.02	$28.43	$9.95	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$48.61	$62.83
5th 6 months	80.00	$30.32	$9.95	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$50.50	$65.66
6th 6 months	85.02	$32.22	$9.95	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$52.40	$68.51
7th 6 months	90.00	$34.11	$9.95	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$54.29	$71.34
8th 6 months	95.02	$36.01	$9.95	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$56.19	$74.20
MASON TRAINEES 1st 90 Days	45.02	$17.06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.06	$25.59
1st Year after 90 Days	45.02	$17.06	$9.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27.01	$35.54
2nd Year	50.00	$18.95	$9.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.90	$38.38

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

Ratio :

1-2 Journeyman to 1 Apprentice
3-4 Journeyman to 2 Apprentices
5-6 Journeyman to 3 Apprentices
7-10 Journeyman to 4 Apprentices

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) :

ASHTABULA, GEAUGA, LAKE, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :

In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Terrazzo Finisher)

Change # : LCN01-2023ibLoc23ClevTerFin

Craft : Bricklayer **Effective Date :** 05/24/2023 **Last Posted :** 05/24/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Terrazzo Finisher	$30.55		$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$46.31	$61.59
Apprentice Terrazzo Finishers	**Percent**											
1st 6 months	60.00	$18.33	$9.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.28	$37.44
2nd 6 months	70.02	$21.39	$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$37.15	$47.85
3rd 6 months	75.00	$22.91	$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$38.67	$50.13
4th 6 months	80.00	$24.44	$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$40.20	$52.42
5th 6 months	85.00	$25.97	$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$41.73	$54.71
6th 6 months	90.00	$27.50	$9.95	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$43.25	$57.00

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.
Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1-2 Journeymen to 1 Apprentice
3- 4 Journeymen to 2 Apprentices
5- 6 Journeymen to 3 Apprentices
7- 8 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work.

Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety.

Marble Finishers:Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)

Change # : LCN01-2023ibLoc23ClevZone1TF

Craft : Bricklayer **Effective Date :** 05/03/2023 **Last Posted :** 05/03/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Finisher	$30.35		$9.20	$1.35	$0.66	$0.00	$4.75	$0.00	$0.00	$0.00	$46.31	$61.49
Apprentice Tile Finishers	**Percent**											
1st 6 months	60.00	$18.21	$9.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27.41	$36.52
2nd 6 months	70.00	$21.25	$9.20	$1.35	$0.66	$0.00	$4.75	$0.00	$0.00	$0.00	$37.21	$47.83
3rd 6 months	75.00	$22.76	$9.20	$1.35	$0.66	$0.00	$4.75	$0.00	$0.00	$0.00	$38.72	$50.10
4th 6 months	80.00	$24.28	$9.20	$1.35	$0.66	$0.00	$4.75	$0.00	$0.00	$0.00	$40.24	$52.38
5th 6 months	85.00	$25.80	$9.20	$1.35	$0.66	$0.00	$4.75	$0.00	$0.00	$0.00	$41.76	$54.66
6th 6 months	90.00	$27.32	$9.20	$1.35	$0.66	$0.00	$4.75	$0.00	$0.00	$0.00	$43.28	$56.93

Special Calculation Note :

Ratio :

1-4 Journeymen to 1 Apprentice
5-10 Journeymen to 2 Apprentice
11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)

Change # : LCN01-2023ibLoc23ClevZone1TL

Craft : Bricklayer **Effective Date :** 05/03/2023 **Last Posted :** 05/03/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Layer	$34.69		$9.20	$2.43	$0.74	$0.00	$6.85	$0.00	$0.00	$0.00	$53.91	$71.25
Apprentice	**Percent**											
1st 30 days	60.00	$20.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.81	$31.22
1st 6 months months	60.00	$20.81	$9.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.01	$40.42
2nd 6 months	65.00	$22.55	$9.20	$2.43	$0.74	$0.00	$6.85	$0.00	$0.00	$0.00	$41.77	$53.04
3rd 6 months	70.00	$24.28	$9.20	$2.43	$0.74	$0.00	$6.85	$0.00	$0.00	$0.00	$43.50	$55.64
4th 6 months	75.00	$26.02	$9.20	$2.43	$0.74	$0.00	$6.85	$0.00	$0.00	$0.00	$45.24	$58.25
5th 6 months	80.00	$27.75	$9.20	$2.43	$0.74	$0.00	$6.85	$0.00	$0.00	$0.00	$46.97	$60.85
6th 6 months	85.00	$29.49	$9.20	$2.43	$0.74	$0.00	$6.85	$0.00	$0.00	$0.00	$48.71	$63.45
7th 6 months	90.00	$31.22	$9.20	$2.43	$0.74	$0.00	$6.85	$0.00	$0.00	$0.00	$50.44	$66.05
8th 6 months	95.00	$32.96	$9.20	$2.43	$0.74	$0.00	$6.85	$0.00	$0.00	$0.00	$52.18	$68.65

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.
Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1-4 Journeymen to 1 Apprentice
5-10 Journeymen to 2 Apprentice
11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Mentor)

Change # : LCN01-2023ibLoc23Ment

Craft : Bricklayer **Effective Date :** 05/03/2023 **Last Posted :** 05/03/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	$37.42		$9.25	$8.26	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$56.95	$75.66
Cement & Stone Masons	$37.42		$9.25	$8.26	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$56.95	$75.66
Pointer Caulker Cleaner	$37.42		$9.25	$8.26	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$56.95	$75.66
Plasterers	$37.42		$9.25	$8.26	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$56.95	$75.66
Mason Trainess												
1-90 Days	$16.84		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.84	$25.26
91-365 Days	$16.84		$9.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.09	$34.51
366 plus days	$18.71		$9.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27.96	$37.32
Apprentice	**Percent**											
1st 6 months	60.00	$22.45	$9.25	$2.30	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$36.02	$47.25
2nd 6 months	65.00	$24.32	$9.25	$2.30	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$37.89	$50.05
3rd 6 months	70.00	$26.19	$9.25	$2.30	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$39.76	$52.86
4th 6 months	75.00	$28.07	$9.25	$2.30	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$41.64	$55.67
5th 6 months	80.00	$29.94	$9.25	$2.30	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$43.51	$58.47
6th 6 months	85.00	$31.81	$9.25	$2.30	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$45.38	$61.28
7th 6 months	90.00	$33.68	$9.25	$2.30	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$47.25	$64.09
8th 6 months	95.00	$35.55	$9.25	$2.30	$0.77	$0.00	$1.25	$0.00	$0.00	$0.00	$49.12	$66.89

Special Calculation Note : Improver Classification is 50% to 80% of the journeyman rate with full fringes except pension is at ($1.00)Until such time as the joint apprentice board determines he is a qualified Journeyman, this should not exceed the Apprentice training period.Improvers may not constitute more than 20% of the work force

Ratio :

1-3 Journeymen to 1 Apprentice
4-6 Journeymen to 2 Apprentice
7-9 Journeymen to 3 Apprentice
10-12 Journeymen to 4 Apprentice

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) :

ASHTABULA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Commercial Zone NEO 1A

Change # : LCN01-2023ibLocNEZone1A

Craft : Carpenter **Effective Date :** 08/30/2023 **Last Posted :** 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$36.07		$7.88	$10.98	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$59.07	$77.10
Apprentice	**Percent**											
1st 3 months	60.00	$21.64	$7.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.52	$40.34
2nd 3 months	60.00	$21.64	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$33.66	$44.48
2nd 6 months	65.00	$23.45	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$35.47	$47.19
3rd 6 months	70.00	$25.25	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$37.27	$49.89
4th 6 months	75.00	$27.05	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$39.07	$52.60
5th 6 months	80.00	$28.86	$7.88	$8.78	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$49.66	$64.08
6th 6 months	85.00	$30.66	$7.88	$9.33	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$52.01	$67.34
7th 6 months	90.00	$32.46	$7.88	$9.88	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$54.36	$70.59
8th 6 months	95.00	$34.27	$7.88	$10.43	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$56.72	$73.85

Special Calculation Note : *Other is International Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Floorlayer Zone NEO 1A

Change # : LCN01-2023ibLocNEZone1A

Craft : Carpenter **Effective Date :** 08/30/2023 **Last Posted :** 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	$36.07		$7.88	$10.98	$0.60	$0.00	$3.41	$0.15	$0.00	$0.00	$59.09	$77.12
Apprentice	**Percent**											
1st 3 months	60.00	$21.64	$7.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.52	$40.34
2nd 3 months	60.00	$21.64	$7.88	$0.00	$0.60	$0.00	$3.41	$0.15	$0.00	$0.00	$33.68	$44.50
2nd 6 months	65.00	$23.45	$7.88	$0.00	$0.60	$0.00	$3.41	$0.15	$0.00	$0.00	$35.49	$47.21
3rd 6 months	70.00	$25.25	$7.88	$0.00	$0.60	$0.00	$3.41	$0.15	$0.00	$0.00	$37.29	$49.91
4th 6 months	75.00	$27.05	$7.88	$0.00	$0.60	$0.00	$3.41	$0.15	$0.00	$0.00	$39.09	$52.62
5th 6 months	80.00	$28.86	$7.88	$8.78	$0.60	$0.00	$3.41	$0.15	$0.00	$0.00	$49.68	$64.10
6th 6 months	85.00	$30.66	$7.88	$9.33	$0.60	$0.00	$3.41	$0.15	$0.00	$0.00	$52.03	$67.36
7th 6 months	90.00	$32.46	$7.88	$9.88	$0.60	$0.00	$3.41	$0.15	$0.00	$0.00	$54.38	$70.61
8th 6 months	95.00	$34.27	$7.88	$10.43	$0.60	$0.00	$3.41	$0.15	$0.00	$0.00	$56.74	$73.87

Special Calculation Note : *Other is International Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Hev Hwy Zone NHH C1-B

Change # : LCN01-2023ibLocNEZoneNHH C1-B

Craft : Carpenter **Effective Date :** 08/30/2023 **Last Posted :** 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$36.07		$7.88	$10.98	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$59.07	$77.10
Apprentice	**Percent**											
1st 3 Months	60.00	$21.64	$7.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.52	$40.34
2nd 3 Months	60.00	$21.64	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$33.66	$44.48
2nd 6 Months	65.00	$23.45	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$35.47	$47.19
3rd 6 Months	70.00	$25.25	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$37.27	$49.89
4th 6 Months	75.00	$27.05	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$39.07	$52.60
5th 6 Months	80.00	$28.86	$7.88	$8.78	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$49.66	$64.08
6th 6 Months	85.00	$30.66	$7.88	$9.33	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$52.01	$67.34
7th 6 Months	90.00	$32.46	$7.88	$9.88	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$54.36	$70.59
8th 6 Months	95.00	$34.27	$7.88	$10.43	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$56.72	$73.85

Special Calculation Note : Other: Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Insulation Zone NEO 1A

Change # : LCN01-2023ibLocNEZone1A

Craft : Carpenter **Effective Date :** 09/13/2023 **Last Posted :** 09/13/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Insulation	$28.86		$7.88	$10.98	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$51.86	$66.29
Apprentice	**Percent**											
1st 3 months	60.00	$17.32	$7.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.20	$33.85
2nd 3 months	60.00	$17.32	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$29.34	$37.99
2nd 6 months	65.00	$18.76	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$30.78	$40.16
3rd 6 months	70.00	$20.20	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$32.22	$42.32
4th 6 months	75.02	$21.65	$7.88	$0.00	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$33.67	$44.50
5th 6 months	80.00	$23.09	$7.88	$8.78	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$43.89	$55.43
6th 6 months	85.00	$24.53	$7.88	$9.33	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$45.88	$58.15
7th 6 months	90.00	$25.97	$7.88	$9.88	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$47.87	$60.86
8th 6 month	95.00	$27.42	$7.88	$10.43	$0.60	$0.00	$3.41	$0.13	$0.00	$0.00	$49.87	$63.58

Special Calculation Note : *Other is Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M1-A

Change # : LCN01-2023ibLocNEZoneM1-A

Craft : Carpenter **Effective Date :** 08/30/2023 **Last Posted :** 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	$33.69		$7.99	$11.33	$0.60	$0.00	$5.42	$0.18	$0.00	$0.00	$59.21	$76.06
Certified Welder	$34.69		$7.99	$11.33	$0.60	$0.00	$5.42	$0.18	$0.00	$0.00	$60.21	$77.56
Layout man on Monorail	$36.22		$7.99	$11.33	$0.60	$0.00	$5.42	$0.18	$0.00	$0.00	$61.74	$79.85
Apprentice	**Percent**											
1st 6 months	60.00	$20.21	$7.99	$11.33	$0.60	$0.00	$5.42	$0.18	$0.00	$0.00	$45.73	$55.84
2nd 6 months	65.00	$21.90	$7.99	$11.33	$0.60	$0.00	$5.42	$0.18	$0.00	$0.00	$47.42	$58.37
3rd 6 months	70.00	$23.58	$7.99	$11.33	$0.60	$0.00	$5.42	$0.18	$0.00	$0.00	$49.10	$60.89
4th 6 months	75.00	$25.27	$7.99	$11.33	$0.60	$0.00	$5.42	$0.18	$0.00	$0.00	$50.79	$63.42
5th 6 months	80.00	$26.95	$7.99	$11.33	$0.60	$0.00	$5.42	$0.18	$0.00	$0.00	$52.47	$65.95
6th 6 months	85.00	$28.64	$7.99	$11.33	$0.60	$0.00	$5.42	$0.18	$0.00	$0.00	$54.16	$68.47
7th 6 months	90.00	$30.32	$7.99	$11.33	$0.60	$0.00	$5.42	$0.18	$0.00	$0.00	$55.84	$71.00
8th 6 months	95.00	$32.01	$7.99	$11.33	$0.60	$0.00	$5.42	$0.18	$0.00	$0.00	$57.53	$73.53

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 NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

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

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

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

Ratio :

1 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

10/27/10 New Contract jc

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN01-2023ibLocNEZoneP2-B

Craft : Carpenter **Effective Date :** 08/30/2023 **Last Posted :** 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Pile Driver	$33.97		$7.93	$11.33	$0.60	$0.00	$5.20	$0.18	$0.00	$0.00	$59.21	$76.20
Diver	$50.96		$7.93	$11.33	$0.60	$0.00	$5.20	$0.18	$0.00	$0.00	$76.20	$101.68
Certified Welder	$35.02		$7.93	$11.33	$0.60	$0.00	$5.20	$0.18	$0.00	$0.00	$60.26	$77.77
Apprentice	**Percent**											
1st 6 months	60.00	$20.38	$7.93	$11.33	$0.60	$0.00	$5.20	$0.18	$0.00	$0.00	$45.62	$55.81
2nd 6 months	65.00	$22.08	$7.93	$11.33	$0.60	$0.00	$5.20	$0.18	$0.00	$0.00	$47.32	$58.36
3rd 6 months	70.00	$23.78	$7.93	$11.33	$0.60	$0.00	$5.20	$0.18	$0.00	$0.00	$49.02	$60.91
4th 6 months	75.00	$25.48	$7.93	$11.33	$0.60	$0.00	$5.20	$0.18	$0.00	$0.00	$50.72	$63.46
5th 6 months	80.00	$27.18	$7.93	$11.33	$0.60	$0.00	$5.20	$0.18	$0.00	$0.00	$52.42	$66.00
6th 6 months	85.00	$28.87	$7.93	$11.33	$0.60	$0.00	$5.20	$0.18	$0.00	$0.00	$54.11	$68.55
7th 6 months	90.00	$30.57	$7.93	$11.33	$0.60	$0.00	$5.20	$0.18	$0.00	$0.00	$55.81	$71.10
8th 6 months	95.00	$32.27	$7.93	$11.33	$0.60	$0.00	$5.20	$0.18	$0.00	$0.00	$57.51	$73.65

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 pule 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 404

Change # : LCN01-2021sksLoc404

Craft : Cement **Effective Date :** 08/25/2021 **Last Posted :** 08/25/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$32.75		$8.80	$6.80	$0.50	$0.00	$5.33	$0.20	$0.00	$0.07	$54.45	$70.82
Apprentice	**Percent**											
1st yr	58.15	$19.04	$8.80	$6.80	$0.50	$0.00	$2.67	$0.20	$0.00	$0.07	$38.08	$47.61
2nd yr	73.13	$23.95	$8.80	$6.80	$0.50	$0.00	$2.67	$0.20	$0.00	$0.07	$42.99	$54.97
3rd yr	83.10	$27.22	$8.80	$6.80	$0.50	$0.00	$2.67	$0.20	$0.00	$0.07	$46.26	$59.86
4th yr	98.15	$32.14	$8.80	$6.80	$0.50	$0.00	$2.67	$0.20	$0.00	$0.07	$51.18	$67.26

Special Calculation Note : Other is Training Fund

Ratio :

5 Journeymen to 1 Apprentice
2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit B District I

Change # : LCN01-2023ibCementHevHwy

Craft : Cement Mason **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$34.74		$8.50	$7.55	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$53.76	$71.13
Apprentice	**Percent**											
1st Year	70.00	$24.32	$8.50	$7.55	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$43.34	$55.50
2nd Year	80.00	$27.79	$8.50	$7.55	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$46.81	$60.71
3rd Year	90.00	$31.27	$8.50	$7.55	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$50.29	$65.92

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, FULTON, GEAUGA, HANCOCK, HENRY, LAKE, LUCAS, PUTNAM, WOOD

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 673 Lightning Rod

Change # : OCR01-2022sksLoc673

Craft : Electrical **Effective Date :** 11/10/2022 **Last Posted :** 11/10/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lightning Protection	$30.44		$7.50	$0.91	$0.00	$2.84	$1.83	$0.00	$0.00	$0.00	$43.52	$58.74
Experience Level	**Percent**											
Lightning Protection Installer 1st day-6 months	50.00	$15.22	$7.50	$0.46	$0.00	$0.41	$0.92	$0.00	$0.00	$0.00	$24.51	$32.12
Lightning Protection Installer 2nd 6 months	55.00	$16.74	$7.50	$0.50	$0.00	$0.45	$1.01	$0.00	$0.00	$0.00	$26.20	$34.57
Lightning Protection Installer 3rd 6th months	60.00	$18.26	$7.50	$0.55	$0.00	$0.89	$1.10	$0.00	$0.00	$0.00	$28.30	$37.44
Lightning Protection Installer 4th 6 months months	65.00	$19.79	$7.50	$0.59	$0.00	$0.97	$1.19	$0.00	$0.00	$0.00	$30.04	$39.93
Lightning Protection Installer 3rd Year	70.00	$21.31	$7.50	$0.64	$0.00	$1.52	$1.28	$0.00	$0.00	$0.00	$32.25	$42.90
Lightning Protection Installer 4th Year	80.00	$24.35	$7.50	$0.73	$0.00	$1.73	$1.46	$0.00	$0.00	$0.00	$35.77	$47.95
Lightning Protection Installer 5th Year	90.00	$27.40	$7.50	$0.82	$0.00	$1.95	$1.65	$0.00	$0.00	$0.00	$39.32	$53.01

Special Calculation Note :

Ratio :

1- 3 Journeyman to 2 Trainee
4-6 Journeyman to 4 Trainee
7-9 Journeyman to 6 Trainee

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Commercial Projects

Change # : LCN1-2024ibLoc71Clev

Craft : Lineman **Effective Date :** 02/07/2024 **Last Posted :** 02/07/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$57.10		$7.25	$1.71	$0.57	$0.00	$13.70	$0.45	$0.00	$0.00	$80.78	$109.33
Cable Splicer	$57.10		$7.25	$1.71	$0.57	$0.00	$13.70	$0.45	$0.00	$0.00	$80.78	$109.33
Equip. Operator	$51.39		$7.25	$1.54	$0.51	$0.00	$12.33	$0.45	$0.00	$0.00	$73.47	$99.17
Groundman 0 to 12 months	$34.26		$7.25	$1.03	$0.34	$0.00	$8.22	$0.45	$0.00	$0.00	$51.55	$68.68
Groundman 1 year plus	$39.97		$7.25	$1.20	$0.40	$0.00	$9.59	$0.45	$0.00	$0.00	$58.86	$78.85
Apprentice Linemen	**Percent**											
1st 1000 Hrs	60.00	$34.26	$7.25	$1.03	$0.34	$0.00	$8.22	$0.45	$0.00	$0.00	$51.55	$68.68
2nd 1000 Hrs	65.00	$37.12	$7.25	$1.11	$0.37	$0.00	$8.91	$0.45	$0.00	$0.00	$55.21	$73.76
3rd 1000 Hrs	70.00	$39.97	$7.25	$1.20	$0.40	$0.00	$9.59	$0.45	$0.00	$0.00	$58.86	$78.85
4th 1000 Hrs	75.00	$42.83	$7.25	$1.28	$0.43	$0.00	$10.28	$0.45	$0.00	$0.00	$62.52	$83.93
5th 1000 Hrs	80.00	$45.68	$7.25	$1.37	$0.46	$0.00	$10.96	$0.45	$0.00	$0.00	$66.17	$89.01
6th 1000 Hrs	85.00	$48.53	$7.25	$1.46	$0.49	$0.00	$11.65	$0.45	$0.00	$0.00	$69.84	$94.10
7th 1000 Hrs	90.00	$51.39	$7.25	$1.54	$0.51	$0.00	$12.33	$0.45	$0.00	$0.00	$73.47	$99.17

Special Calculation Note : Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen 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, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Municipal Power & Transit

Change # : LCN01-2024ibLoc71Clev

Craft : Lineman **Effective Date :** 02/07/2024 **Last Posted :** 02/07/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$53.18		$7.25	$1.60	$0.53	$0.00	$12.23	$0.40	$0.00	$0.00	$75.19	$101.78
Cable Splicer	$53.18		$7.25	$1.60	$0.53	$0.00	$12.23	$0.40	$0.00	$0.00	$75.19	$101.78
Equip. Operator	$47.86		$7.25	$1.44	$0.48	$0.00	$11.01	$0.40	$0.00	$0.00	$68.44	$92.37
Groundman 0 to 12 months	$31.91		$7.25	$0.96	$0.32	$0.00	$7.34	$0.40	$0.00	$0.00	$48.18	$64.14
Groundman 1 Year or More	$37.23		$7.25	$1.12	$0.37	$0.00	$8.56	$0.40	$0.00	$0.00	$54.93	$73.55
Apprentice Linemen	**Percent**											
1st 1000 Hrs	60.00	$31.91	$7.25	$0.96	$0.32	$0.00	$7.34	$0.40	$0.00	$0.00	$48.18	$64.13
2nd 1000 Hrs	65.00	$34.57	$7.25	$1.04	$0.35	$0.00	$7.95	$0.40	$0.00	$0.00	$51.56	$68.84
3rd 1000 Hrs	70.00	$37.23	$7.25	$1.12	$0.37	$0.00	$8.56	$0.40	$0.00	$0.00	$54.93	$73.54
4th 1000 Hrs	75.00	$39.89	$7.25	$1.20	$0.40	$0.00	$9.17	$0.40	$0.00	$0.00	$58.31	$78.25
5th 1000 Hrs	80.00	$42.54	$7.25	$1.28	$0.43	$0.00	$9.78	$0.40	$0.00	$0.00	$61.68	$82.96
6th 1000 Hrs	85.00	$45.20	$7.25	$1.36	$0.45	$0.00	$10.40	$0.40	$0.00	$0.00	$65.06	$87.66
7th 1000 Hrs	90.00	$47.86	$7.25	$1.44	$0.48	$0.00	$11.01	$0.40	$0.00	$0.00	$68.44	$92.37

Special Calculation Note : Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen 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, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland

Change # : LCN01-2024ibLoc71DOTClev

Craft : Lineman **Effective Date :** 02/07/2024 **Last Posted :** 02/07/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$42.20		$7.25	$1.27	$0.42	$0.00	$9.28	$0.50	$0.00	$0.00	$60.92	$82.02
Traffic Signal & Lighting Journeyman	$42.20		$7.25	$1.27	$0.42	$0.00	$9.28	$0.50	$0.00	$0.00	$60.92	$82.02
Equipment Operator	$38.43		$7.25	$1.15	$0.38	$0.00	$8.45	$0.50	$0.00	$0.00	$56.16	$75.37
Groundman 0 to 1 Year	$25.63		$7.25	$0.77	$0.26	$0.00	$5.64	$0.50	$0.00	$0.00	$40.05	$52.87
Groundman 1 Year or more	$29.90		$7.25	$0.90	$0.30	$0.00	$6.58	$0.50	$0.00	$0.00	$45.43	$60.38
Traffic Apprentice	**Percent**											
1st 1,000 Hours	60.00	$25.32	$7.25	$0.76	$0.25	$0.00	$5.57	$0.50	$0.00	$0.00	$39.65	$52.31
2nd 1,000 Hours	65.00	$27.43	$7.25	$0.82	$0.27	$0.00	$6.03	$0.50	$0.00	$0.00	$42.30	$56.02
3rd 1,000 Hours	70.00	$29.54	$7.25	$0.89	$0.30	$0.00	$6.50	$0.50	$0.00	$0.00	$44.98	$59.75
4th 1,000 Hours	75.00	$31.65	$7.25	$0.95	$0.32	$0.00	$6.96	$0.50	$0.00	$0.00	$47.63	$63.46
5th 1,000 Hours	80.00	$33.76	$7.25	$1.01	$0.34	$0.00	$7.43	$0.50	$0.00	$0.00	$50.29	$67.17
6th 1,000 Hours	90.00	$37.98	$7.25	$1.14	$0.38	$0.00	$8.36	$0.50	$0.00	$0.00	$55.61	$74.60

Special Calculation Note : Other: Health Reimbustment Fund

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen 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, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN01-2024ibLoc71HighTension

Craft : Lineman **Effective Date :** 02/07/2024 **Last Posted :** 02/07/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	$50.66	$7.25	$1.52	$0.51	$0.00	$12.16	$0.75	$0.00	$0.00	$72.85	$98.18
Certified Lineman Welder	$50.66	$7.25	$1.52	$0.51	$0.00	$12.16	$0.75	$0.00	$0.00	$72.85	$98.18
Certified Cable Splicer	$50.66	$7.25	$1.52	$0.51	$0.00	$12.16	$0.75	$0.00	$0.00	$72.85	$98.18
Operator A	$45.39	$7.25	$1.36	$0.45	$0.00	$10.89	$0.75	$0.00	$0.00	$66.09	$88.79
Operator B	$40.18	$7.25	$1.21	$0.40	$0.00	$9.64	$0.75	$0.00	$0.00	$59.43	$79.52
Operator C	$32.29	$7.25	$0.97	$0.32	$0.00	$7.75	$0.75	$0.00	$0.00	$49.33	$65.47
Groundman 0-12 months Exp	$25.33	$7.25	$0.76	$0.25	$0.00	$6.08	$0.75	$0.00	$0.00	$40.42	$53.08
Groundman 0-12 months Exp w/CDL	$27.86	$7.25	$0.84	$0.28	$0.00	$6.69	$0.75	$0.00	$0.00	$43.67	$57.60
Groundman 1 yr or more	$27.86	$7.25	$0.84	$0.28	$0.00	$6.69	$0.75	$0.00	$0.00	$43.67	$57.60
Groundman 1 yr or more w/CDL	$32.92	$7.25	$0.99	$0.33	$0.00	$7.90	$0.75	$0.00	$0.00	$50.14	$66.60
Equipment Mechanic A	$40.18	$7.25	$1.21	$0.40	$0.00	$9.64	$0.75	$0.00	$0.00	$59.43	$79.52
Equipment Mechanic B	$36.23	$7.25	$1.09	$0.36	$0.00	$8.70	$0.75	$0.00	$0.00	$54.38	$72.50
Equipment Mechanic C	$32.29	$7.25	$0.97	$0.32	$0.00	$7.75	$0.75	$0.00	$0.00	$49.33	$65.47

X-Ray Technician	$50.66		$7.25	$1.52	$0.51	$0.00	$12.16	$0.75	$0.00	$0.00	$72.85	$98.18
Apprentice	**Percent**											
1st 1000 hrs	60.00	$30.40	$7.25	$0.91	$0.30	$0.00	$7.30	$0.75	$0.00	$0.00	$46.91	$62.10
2nd 1000 hrs	65.00	$32.93	$7.25	$0.99	$0.33	$0.00	$7.90	$0.75	$0.00	$0.00	$50.15	$66.61
3rd 1000 hrs	70.00	$35.46	$7.25	$1.06	$0.35	$0.00	$8.51	$0.75	$0.00	$0.00	$53.38	$71.11
4th 1000 hrs	75.00	$38.00	$7.25	$1.14	$0.38	$0.00	$9.12	$0.75	$0.00	$0.00	$56.64	$75.63
5th 1000 hrs	80.00	$40.53	$7.25	$1.22	$0.41	$0.00	$9.73	$0.75	$0.00	$0.00	$59.89	$80.15
6th 1000 hrs	85.00	$43.06	$7.25	$1.29	$0.43	$0.00	$10.33	$0.75	$0.00	$0.00	$63.11	$84.64
7th 1000 hrs	90.00	$45.59	$7.25	$1.37	$0.46	$0.00	$10.94	$0.75	$0.00	$0.00	$66.36	$89.16

Special Calculation Note : Other is Health Reimburstment Account

Operator "A"
John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 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.

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay.

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 :

Heli - Arc Welding will be paid $.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2024ibLoc7OutsideUtility

Craft : Lineman **Effective Date :** 02/07/2024 **Last Posted :** 02/07/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	$47.99	$7.25	$1.44	$0.48	$0.00	$11.52	$0.75	$0.00	$0.00	$69.43	$93.42
Substation Technician	$47.99	$7.25	$1.44	$0.48	$0.00	$11.52	$0.75	$0.00	$0.00	$69.43	$93.42
Cable Splicer	$50.26	$7.25	$1.51	$0.50	$0.00	$12.06	$0.75	$0.00	$0.00	$72.33	$97.46
Operator A	$43.01	$7.25	$1.29	$0.43	$0.00	$10.32	$0.75	$0.00	$0.00	$63.05	$84.56
Operator B	$38.02	$7.25	$1.14	$0.38	$0.00	$9.12	$0.75	$0.00	$0.00	$56.66	$75.67
Operator C	$30.52	$7.25	$0.92	$0.31	$0.00	$7.32	$0.75	$0.00	$0.00	$47.07	$62.33
Groundman 0-12 months Exp	$24.00	$7.25	$0.72	$0.24	$0.00	$5.76	$0.75	$0.00	$0.00	$38.72	$50.72
Groundman 0-12 months Exp w/CDL	$26.40	$7.25	$0.79	$0.26	$0.00	$6.33	$0.75	$0.00	$0.00	$41.78	$54.98
Groundman 1 yr or more	$26.40	$7.25	$0.79	$0.26	$0.00	$6.33	$0.75	$0.00	$0.00	$41.78	$54.98
Groundman 1 yr or more w/CDL	$31.19	$7.25	$0.94	$0.31	$0.00	$7.49	$0.75	$0.00	$0.00	$47.93	$63.53
Equipment Mechanic A	$38.02	$7.25	$1.14	$0.38	$0.00	$9.12	$0.75	$0.00	$0.00	$56.66	$75.67
Equipment Mechanic B	$34.28	$7.25	$1.03	$0.34	$0.00	$8.23	$0.75	$0.00	$0.00	$51.88	$69.02
Equipment Mechanic C	$30.52	$7.25	$0.92	$0.31	$0.00	$7.32	$0.75	$0.00	$0.00	$47.07	$62.33
Line Truck w/uuger	$33.65	$7.25	$1.01	$0.34	$0.00	$8.08	$0.75	$0.00	$0.00	$51.08	$67.90
Apprentice	**Percent**										

1st 1000 hrs	60.00	$28.79	$7.25	$0.86	$0.29	$0.00	$6.91	$0.75	$0.00	$0.00	$44.85	$59.25
2nd 1000 hrs	65.00	$31.19	$7.25	$0.94	$0.31	$0.00	$7.49	$0.75	$0.00	$0.00	$47.93	$63.53
3rd 1000 hrs	70.00	$33.59	$7.25	$1.01	$0.34	$0.00	$8.06	$0.75	$0.00	$0.00	$51.00	$67.80
4th 1000 hrs	75.00	$35.99	$7.25	$1.08	$0.36	$0.00	$8.64	$0.75	$0.00	$0.00	$54.07	$72.07
5th 1000 hrs	80.00	$38.39	$7.25	$1.15	$0.38	$0.00	$9.21	$0.75	$0.00	$0.00	$57.13	$76.33
6th 1000 hrs	85.00	$40.79	$7.25	$1.22	$0.41	$0.00	$9.79	$0.75	$0.00	$0.00	$60.21	$80.61
7th 1000 hrs	90.00	$43.19	$7.25	$1.30	$0.43	$0.00	$10.37	$0.75	$0.00	$0.00	$63.29	$84.89

Special Calculation Note : Other is Health Reimburstment Account
Operator "A"
John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 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.

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 :
Heli - Arc Welding will be paid $.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Change # : LCN01-2024ibLoc7URD

Craft : Lineman **Effective Date :** 02/07/2024 **Last Posted :** 02/07/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
URD Electrican	$36.41		$7.25	$1.09	$0.36	$0.00	$8.74	$0.75	$0.00	$0.00	$54.60	$72.80
Equipment Operator A	$32.57		$7.25	$0.98	$0.33	$0.00	$7.82	$0.75	$0.00	$0.00	$49.70	$65.98
Equipment Operator B	$29.91		$7.25	$0.90	$0.30	$0.00	$7.18	$0.75	$0.00	$0.00	$46.29	$61.25
Directional Drill Locator	$32.57		$7.25	$0.98	$0.33	$0.00	$7.82	$0.75	$0.00	$0.00	$49.70	$65.98
Directional Drill Operator	$29.91		$7.25	$0.90	$0.30	$0.00	$7.18	$0.75	$0.00	$0.00	$46.29	$61.25
Groundman 0-12 months Exp	$23.64		$7.25	$0.71	$0.24	$0.00	$5.76	$0.75	$0.00	$0.00	$38.35	$50.17
Groundman 0-12 months Exp w/CDL	$26.07		$7.25	$0.78	$0.26	$0.00	$6.26	$0.75	$0.00	$0.00	$41.37	$54.41
Groundman 1 yr or more	$26.07		$7.25	$0.78	$0.26	$0.00	$6.26	$0.75	$0.00	$0.00	$41.37	$54.41
Groundman 1 yr or more w/CDL	$30.96		$7.25	$0.93	$0.31	$0.00	$7.43	$0.75	$0.00	$0.00	$47.63	$63.11
Apprentice	**Percent**											
1st 1000 hrs	80.00	$29.13	$7.25	$0.87	$0.29	$0.00	$6.99	$0.75	$0.00	$0.00	$45.28	$59.84
2nd 1000 hrs	85.00	$30.95	$7.25	$0.93	$0.31	$0.00	$7.43	$0.75	$0.00	$0.00	$47.62	$63.09
3rd 1000 hrs	90.00	$32.77	$7.25	$0.98	$0.33	$0.00	$7.86	$0.75	$0.00	$0.00	$49.94	$66.32
4th 1000 hrs	95.00	$34.59	$7.25	$1.04	$0.35	$0.00	$8.28	$0.75	$0.00	$0.00	$52.26	$69.55

Special Calculation Note : Other: Health Reimburstment 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

Change # : LCN-2024ibLoc71VDV

Craft : Voice Data Video **Effective Date :** 01/10/2024 **Last Posted :** 01/10/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician I	$33.86		$7.00	$1.02	$0.00	$0.00	$1.69	$0.00	$0.00	$0.00	$43.57	$60.50
Installer Technician II	$31.93		$7.00	$0.96	$0.00	$0.00	$1.60	$0.00	$0.00	$0.00	$41.49	$57.46
Installer Repairman	$31.93		$7.00	$0.96	$0.00	$0.00	$1.60	$0.00	$0.00	$0.00	$41.49	$57.46
Equipment Operator II	$23.97		$7.00	$0.72	$0.00	$0.00	$1.20	$0.00	$0.00	$0.00	$32.89	$44.88
Cable Splicer	$33.86		$7.00	$1.02	$0.00	$0.00	$1.69	$0.00	$0.00	$0.00	$43.57	$60.50
Ground Driver W/CDL	$16.06		$7.00	$0.48	$0.00	$0.00	$0.80	$0.00	$0.00	$0.00	$24.34	$32.37
Groundman	$14.04		$7.00	$0.42	$0.00	$0.00	$0.70	$0.00	$0.00	$0.00	$22.16	$29.18
Trainees	**Percent**											
Trainee F	50.00	$16.93	$7.00	$0.51	$0.00	$0.85	$0.00	$0.00	$0.00	$0.00	$25.29	$33.75
Trainee E	58.00	$19.64	$7.00	$0.59	$0.00	$0.98	$0.00	$0.00	$0.00	$0.00	$28.21	$38.03
Trainee D	66.00	$22.35	$7.00	$0.67	$0.00	$1.12	$0.00	$0.00	$0.00	$0.00	$31.14	$42.31
Trainee C	74.00	$25.06	$7.00	$0.75	$0.00	$1.25	$0.00	$0.00	$0.00	$0.00	$34.06	$46.58
Trainee B	82.00	$27.77	$7.00	$0.83	$0.00	$1.39	$0.00	$0.00	$0.00	$0.00	$36.99	$50.87
Trainee A	90.00	$30.47	$7.00	$0.91	$0.00	$1.52	$0.00	$0.00	$0.00	$0.00	$39.90	$55.14

Special Calculation Note :

Ratio :

1Trainee 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 17

Change # : LCN01-2012jcLoc17

Craft : Elevator **Effective Date :** 05/30/2012 **Last Posted :** 05/30/2012

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	$44.04		$11.02	$6.96	$0.55	$2.64	$5.00	$1.43	$0.00	$0.00	$71.64	$93.66
Helper	$30.83		$11.02	$6.96	$0.55	$1.85	$5.00	$0.99	$0.00	$0.00	$57.20	$72.61
Apprentice	**Percent**											
Apprentice												
0-6months Probation	50.00	$22.02	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.02	$33.03
1st year	55.00	$24.22	$11.02	$6.96	$0.55	$1.42	$5.00	$0.78	$0.00	$0.00	$49.95	$62.06
2nd year	65.00	$28.63	$11.02	$6.96	$0.55	$1.67	$5.00	$0.92	$0.00	$0.00	$54.75	$69.06
3rd year	70.00	$30.83	$11.02	$6.96	$0.55	$1.80	$5.00	$0.99	$0.00	$0.00	$57.15	$72.56
4th year and Assistant Mechanic	80.00	$35.23	$11.02	$6.96	$0.55	$2.06	$5.00	$1.14	$0.00	$0.00	$61.96	$79.58

Special Calculation Note : Vacation 6% for employees under 5 years based on regular hourly rate for all hours worked. 8% for employees over 5 years based on regular hourly rate for all hours worked. Other is Holiday Pay

Ratio :

1 Journeyman to 1 Apprentice.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Elevator Local 17

Change # : LCN01-2022sksLoc17

Craft : Elevator **Effective Date :** 06/08/2022 **Last Posted :** 06/08/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	$56.25		$16.03	$10.71	$0.65	$4.50	$9.50	$2.12	$0.00	$0.00	$99.76	$127.89
Helper	$39.38		$16.03	$10.71	$0.65	$2.36	$9.50	$1.48	$0.00	$0.00	$80.11	$99.80
Apprentice	**Percent**											
Apprentice												
0-6months Probation	50.01	$28.13	$0.00	$0.00	$0.00	$1.69	$0.00	$1.06	$0.00	$0.00	$30.88	$44.95
1st year	55.00	$30.94	$16.03	$10.71	$0.65	$1.86	$9.50	$1.17	$0.00	$0.00	$70.86	$86.33
2nd year	65.00	$36.56	$16.03	$10.71	$0.65	$2.19	$9.50	$1.38	$0.00	$0.00	$77.02	$95.30
3rd year	70.00	$39.38	$16.03	$10.71	$0.65	$2.36	$9.50	$1.48	$0.00	$0.00	$80.11	$99.79
4th year and Assistant Mechanic	80.00	$45.00	$16.03	$10.71	$0.65	$2.70	$9.50	$1.69	$0.00	$0.00	$86.28	$108.78

Special Calculation Note : Vacation 6% for employees under 5 years based on regular hourly rate for all hours worked. 8% for employees over 5 years based on regular hourly rate for all hours worked. Other is Holiday Pay

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Glazier Local 181

Change # : LCN02-2023ibLoc181

Craft : Glazier **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	$33.97		$8.72	$11.58	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$54.72	$71.70
Apprentice	**Percent**											
1st 6 months	50.02	$16.99	$8.72	$1.02	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$27.18	$35.68
2nd 6 months	50.02	$16.99	$8.72	$1.02	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$27.18	$35.68
3rd 6 months	50.02	$16.99	$8.72	$5.19	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$31.35	$39.85
4th 6 months	55.00	$18.68	$8.72	$5.61	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$33.46	$42.81
5th 6 months	60.00	$20.38	$8.72	$6.02	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$35.57	$45.76
6th 6 months	70.00	$23.78	$8.72	$6.86	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$39.81	$51.70
7th 6 months	80.00	$27.18	$8.72	$7.69	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$44.04	$57.62
8th 6 months	90.00	$30.57	$8.72	$8.53	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$48.27	$63.56

Special Calculation Note : No special calculations for this classification.

Ratio :

2 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice Thereafter

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE*, GEAUGA, HURON, LAKE, LORAIN, MEDINA*, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Start at the intersection of Route 305 and the eastern boundary line of Portage County. Follow Route 305 west onto Route 82, follow Route 82 west to the intersection of Routes 82,8 and 271, follow Route 271 south to Medina County line west to Route 94, follow Route 94 south to Route 303, follow Route 303 west to Route 252, follow Route 252 south to Route 18, follow Route 18 west to Route 301, follow 301 south to Route 162, follow Route 162 west to Route 58, follow Route 58 south to the Ashland County line, follow the Ashland County line. The eastern part of Route 4 north to Lake Erie is the jurisdiction of Local 181. Local 181 has the jurisdiction on all projects built on the property which borders on the above Routes and/or intersections, wherever a County line is the divider between Local 181 and another Union, the jurisdiction is only to the county line.

Details :

High Pay: All work is defined for the purpose of the agreement as being work which requires that the employee be supported by equipment that hangs from or suspends from the wall or roof of a building or structure. This work shall receive and additional $1.50 per hour.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Ironworker Local 17

Change # : LCN01-2020fbLoc17

Craft : Ironworker **Effective Date :** 12/24/2020 **Last Posted :** 12/24/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	$33.83		$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$59.04	$75.95
Apprentice	**Percent**											
1st 6 Months	50.00	$16.91	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$42.13	$50.58
2nd 6 Months	55.00	$18.61	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$43.82	$53.12
2nd Year 1st 6 Months	70.00	$23.68	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$48.89	$60.73
2nd Year 2nd 6 Months	75.00	$25.37	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$50.58	$63.27
3rd Year 1st 6 Months	80.00	$27.06	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$52.27	$65.81
3rd Year 2nd 6 Months	85.00	$28.76	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$53.97	$68.34
4th Year 1st 6 Months	90.00	$30.45	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$55.66	$70.88
4th Year 2nd 6 Months	95.00	$32.14	$7.94	$10.00	$0.67	$2.10	$4.50	$0.00	$0.00	$0.00	$57.35	$73.42

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

Ratio :

4 Journeymen to 1 Apprentice on Structural Work
3 Journeymen to 1 Apprentice on Rod Work
2 Journeymen to 1 Apprentice on Finishing, Steel Sash, Stairway and Ornamental Work
1 Apprentice for every Sheeting Gang
1 Journeymen to 2 Apprentice Roadway Signage and Sound Barriers
2 Journeymen to 2 Apprentice Unloading and Erection of Light Gauge Mental Trusses

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note : West Boundary Line :Sandusky, Ohio: Boundary lines between Local 17 & Local 55 are as follows: Columbus Ave north to Sandusky Bay (and/or Lake Erie): Columbus Ave South to present Route 4: Route 4 South to present Route 99: from Route 99 south to old Route 224-all territory to the west of the boundary line to be the jurisdiction of Local 55.All territory to the East of the boundary line to be the jurisdiction of Local 17.Kelly's Island to be within jurisdiction of Local 17.All bridges,tunnels,viaducts,etc, relative to these boundary lines shall be the jurisdiction of Local 17
South Boundary Line:Canton, Ohio: Boundary lines between Local 17 & Local 550 are as follows: All territory north of old Route 224 line to be the jurisdiction of Local 17. All bridges,tunnels,viaducts,signs,etc, relative to old Route 224 line to be within the jurisdiction of Local 17. All territory south of old Route 224 line is to be within the jurisdiction of Local 550, except for everything within the city limits of Barberton which shall be the jurisdiction of Local 17.
Reading from West to East: Route old 224 line: Greenwich Ave-Wooster Road or East Ave. Route old 224 line: New 224 line including Cloverleaf: East Waterloo Road: New 224 line-Attwood Road-Old 224. This will be considered to be the old Route 224 line,except for the city limits of Barberton, Ohio which shall be the jurisdiction of Local 17
Southeast Boundary : Between local 17 and Local 207 are as follows: West of a line from Middlefield to Shalersville to Deerfield, shall be under the jurisdiction of local 17. East of a line from Middlefield, to Shalersville to Deerfield, shall be under the jurisdiction of Local 207.
Local 17 & Local 207 have agreed that the Ohio County of Ashtabula shall be as follows: Everything North of Route 6, starting at the Geauga County line, proceeding east to State Route 45, shall be under the jurisdiction of Local 17. Everything South, starting at the Geauga County line shall be under local 207.
North Boundary: The East boundary line and the West boundary line continuing North halfway across Lake Erie.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 2

Change # : LCN01-2023ibLaborHevHwy2

Craft : Laborer Group 1 **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$35.05		$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$48.85	$66.37
Group 2	$35.22		$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$49.02	$66.63
Group 3	$35.55		$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$49.35	$67.12
Group 4	$36.00		$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$49.80	$67.80
Watch Person	$27.35		$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$41.15	$54.83
Apprentice	**Percent**											
0-1000 hrs	60.00	$21.03	$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$34.83	$45.34
1001-2000 hrs	70.02	$24.54	$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$38.34	$50.61
2001-3000 hrs	80.00	$28.04	$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$41.84	$55.86
3001-4000 hrs	90.00	$31.54	$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$45.35	$61.12
More Than 4000 hrs	100.00	$35.05	$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$48.85	$66.37

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

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

Group 1
Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

*Bridge Man will perfomr work as per the October 31, 1949, memorandum on concrete forms, byand between the United Brotherhood of Caprpenters and Joiners of Americ 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 memebers 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), Yarner, 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: Laborer Local 245

Change # : LCN01-2023ibLoc245

Craft : Laborer **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$35.05		$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$48.85	$66.37
Group 2	$35.55		$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$49.35	$67.12
Group 3	$35.95		$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$49.75	$67.72
Group 4	$36.05		$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$49.85	$67.87
Apprentice	**Percent**											
1-1000 hours	60.00	$21.03	$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$34.83	$45.34
1001-2000 hours	70.01	$24.54	$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$38.34	$50.61
2001-3000 hours	80.00	$28.04	$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$41.84	$55.86
3001-4000 hours	90.00	$31.54	$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$45.35	$61.12
4000 + hours	100.00	$35.05	$8.20	$4.05	$0.45	$0.00	$1.00	$0.00	$0.10	$0.00	$48.85	$66.37

Special Calculation Note : The apprenticeship rate shall be calculated at the appropriate percentages for the classification of work being performed by the apprentice.

Ratio :

1 Journeymen to 1 Apprentice then
3 Journeymen to 1 Apprentice
thereafter per project

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA

Special Jurisdictional Note :

Details :
Group 1
Stone Mason Assistant, Asphalt Raker and Tamper, Dump person (Batch Truck), Signal Person, Concrete Worker, Building Wrecker, Tool Checker, Carpenter Tender, Mason Tender, Construction Laborer, Landscape Laborer, Spreader Box Person, Screw Person, Asphalt, Plaster or Mortar Mixer, Squeegee Person, Air and Machine Drive Tool Operator, Power Driven Wheelbarrows, Power Driven Sweepers, Burning and Cutting Torches, Industrial Cleaner, Mud Jacking of Floors, Sewer Pipe Layer, Bottom Person - 6 feet and over, Sheeting and Shoring Person, Acid and Fire Brick, Screed Person, Concrete Specialist, Mud Jacking of Floors, Sand and Water Blaster

Group 2
Asbestos, Lead and Hazardous Waste Removal

Group 3
Stack Person, Swinging Scaffold Person, Tunnel Laborer, Gunnite Operator, Blaster and Power Person, Welder

Group 4
Power Plant Worker (New or Remodel $750,000 or higher)

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone I (A)

Change # : LCN01-2023ibLoc18

Craft : Operating Engineer **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	$45.56		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$61.81	$84.59
Operator Group B	$45.41		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$61.66	$84.36
Operator Group C	$43.96		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$60.21	$82.19
Operator Group D	$43.18		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$59.43	$81.02
Operator Group E	$42.86		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$59.11	$80.54
Operator Group F	$35.78		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$52.03	$69.92
Master Mechanic	$46.56		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$62.81	$86.09
Crane 200'-299'	$46.56		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$62.81	$86.09
Crane 300' and over	$47.06		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$63.31	$86.84
Mobile Concrete Pumps 200'-299'	$46.56		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$62.81	$86.09
Mobile Concrete Pumps 300' and over	$47.06		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$63.31	$86.84
Apprentice	**Percent**											
1st Year	59.81	$27.25	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$43.50	$57.12
2nd Year	69.77	$31.79	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$48.04	$63.93
3rd Year	79.74	$36.33	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$52.58	$70.74
4th Year	89.70	$40.87	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$57.12	$77.55

Special Calculation Note : Other & Misc is Education & Safety and National Training Fund.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company ,there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII, paragraph77, will not be subject to the apprenticeship ratios in this collective bargaining agreement.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Note: There will be a 5% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Operating Engineers employed on any piece of equipment requiring a Certified Crane Operator (CCO) certification or employed on cranes involved in pile driving operations shall be paid a premium of one dollar ($1.00) per hour in addition to the crane rate or any escalated rate that may be in effect.

Group A - A-Frames; " Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operatotion)"; Boom Trucks (all types); Cableways; Cherry Pickers; Combination - Concrete Mixers & Towers; Concrete Pumps; Cranes (all types); Cranes- compact: Track or rubber over 4000lbs. 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; Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, hoisting building materials; Hoes (All types); Hoists (two or more drums); Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Robotics Equipment Operator/Mechanic; Rotary Drills (all), used on caissons work, wells (all types), Geothermal work and sub-structure work; Rough Terrain Forklifts with Winch/Hoist (when used as a crane); Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24” wide); Tug Boats; Tunnel Boring Machine (TBM).

Group B - Asphalt Pavers; Bulldozers; CMI type Equipment; End Loaders; Horizontal Directional Drill Locator; Horizontal Directional Drill Operator; Instrument Man; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills; Vermeer Type Concrete Saw.

Group C - Air Compressors, Pressurizing Shafts or Tunnels; Articulating/Straight bed end dumps if assigned by the employer (minus $4.00 per hour from Group C); All Asphalt Rollers; Fork Lifts; Hoists (with one drum); House Elevators (except those automatic call button controlled); Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate; Laser Screeds and like equipment; Man Lifts; Modular Moving and Placement machine (C Rate) (F Rate if second person is needed); Mud Jacks; Portable Hydraulic Gantry (lift system C rate) (F Rate if a second person is needed); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pressure Grouting; Trenchers (24" and under); Utility Operators.

Group D – Brokks with a manufacture's weight of 3,500 lbs. and above; Compressors, on building construction; Conveyors, used for handling building materials; Generators; Gunite Machines; Mixers, more than one bag capacity; Mixers, one bag capacity (side loader); Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Road Widening Trenchers; Rollers; Welder Operators.

Group E - Backfillers and Tampers; Batch Plants; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Cleaning Machine Operator (decontamination included); Clefplanes; Concrete Spreading Machines; Crushers; Deckhands; Drum Fireman (asphalt); Farm-type, Tractor, pulling attachments; Finishing Machines; Forklifts (masonry work only); Form Trenchers; High Pressure Pumps (over 1/2" discharge); Hydro Seeders; Pumps (4" and over discharge), provided it is not part of a de-watering system discharged into a common header; Self-Propelled Power Spreaders; Self-Propelled Sub Graders; Submersible Pump (4" and over discharge), provided it is not part of a dewatering system discharged into a common header; Tire Repairman; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors with integral power.

Group F - Apprentice/Helpers, Oiler, Signalmen; Barrier Moving Machines (additional duty, paid same rate); Bobcat-type and/or Skid Steer Loader; Bobcat-type and/or Skid Steer Loader with any and all attachments; Brokks with a manufacture's weight less than 3,500 lbs.; Cranes – compact, track or rubber under 4000 lbs. capacity; Geodimeter; Grade Checker; Grinders (all); Inboard/Outboard Motor Boat Launches; Light Plant Operators; Planers (all types); Power Boilers (less than 15 lbs. pressure); Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Rod Man; Rotomills; Saw (concrete Vermeer-type); Submersible Pumps (under 4 inch discharge); Vac Alls; Cutting, burning and fabricating on equipment and their attachments.

Master Mechanic - Master Mechanic

Crane 200'-299' - Boom & Jib 200' feet and over

Crane 300' and Over - Boom & Jib 300' and over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone I

Change # : LCN01-2023ibLoc18hevhwyI

Craft : Operating Engineer **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	$42.98		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$59.23	$80.72
Operator Class B	$42.88		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$59.13	$80.57
Operator Class C	$41.84		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$58.09	$79.01
Operator Class D	$40.62		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$56.87	$77.18
Operator Class E	$35.33		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$51.58	$69.24
Master Mechanic	$43.23		$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$59.48	$81.09
Apprentice	**Percent**											
1st Year	50.00	$21.49	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$37.74	$48.49
2nd Year	60.00	$25.79	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$42.04	$54.93
3rd Year	70.00	$30.09	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$46.34	$61.38
4th Year	80.00	$34.38	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$50.63	$67.83
Field Mech Trainee												
1st year	50.00	$21.49	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$37.74	$48.49
2nd year	60.00	$25.79	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$42.04	$54.93
3rd year	70.00	$30.09	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$46.34	$61.38
4th year	80.00	$34.38	$9.01	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.05	$50.63	$67.83

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

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 69 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Special Jurisdictional Note :

Details :

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

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

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

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

Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all

types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power.

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 505

Change # : LCN02-2023ibLoc505

Craft : Drywall Finisher **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	$31.79		$8.72	$6.08	$0.45	$0.00	$4.02	$0.00	$0.00	$0.00	$51.06	$66.95
Apprentice	**Percent**											
1st 6 months	55.00	$17.48	$8.72	$1.84	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$28.49	$37.24
2nd 6 months	55.00	$17.48	$8.72	$1.94	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$28.59	$37.34
3rd 6 months	55.00	$17.48	$8.72	$2.39	$0.45	$0.00	$2.21	$0.00	$0.00	$0.00	$31.25	$40.00
4th 6 months	65.00	$20.66	$8.72	$2.49	$0.45	$0.00	$2.61	$0.00	$0.00	$0.00	$34.93	$45.27
5th 6 months	75.00	$23.84	$8.72	$2.94	$0.45	$0.00	$3.02	$0.00	$0.00	$0.00	$38.97	$50.89
6th 6 months	85.00	$27.02	$8.72	$3.04	$0.45	$0.00	$3.42	$0.00	$0.00	$0.00	$42.65	$56.16

Special Calculation Note : No special calculation for this classification.

Ratio :

2 Journeyman to 1 Apprentice
3 Journeyman to 1 Apprentice after 9 total tapers

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

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

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

Special Calculation Note : Other is Sick and Personal Time

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.
Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces
.
Class A Workers: Less than 1 Year of Service.
Class B Workers: More than 1 and less than 8 Years of Service.
Class C Workers: More than 8 Years of Service.

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

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 Zone 1 Sign

Change # : LCN01-2023ibLoc639Zone1Sign

Craft : Painter **Effective Date :** 07/05/2023 **Last Posted :** 07/05/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Sign Erector Service/Patteren/Metal Fab/Neon Class A	$25.38		$8.41	$5.57	$0.25	$0.76	$0.00	$1.06	$0.00	$0.00	$41.43	$54.12
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class B	$25.38		$8.41	$5.57	$0.25	$1.51	$0.00	$1.06	$0.00	$0.00	$42.18	$54.87
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class C	$25.38		$8.41	$5.57	$0.25	$2.27	$0.00	$1.06	$0.00	$0.00	$42.94	$55.63
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class D	$25.38		$8.41	$5.57	$0.25	$3.03	$0.00	$1.06	$0.00	$0.00	$43.70	$56.39
Computer Operator, Router, Spray Painter/Wood Class A	$23.78		$8.41	$5.57	$0.25	$0.73	$0.00	$1.02	$0.00	$0.00	$39.76	$51.65
Computer Operator, Router, Spray Painter/Wood Class B	$23.78		$8.41	$5.57	$0.25	$1.45	$0.00	$1.02	$0.00	$0.00	$40.48	$52.37
Computer Operator, Router, Spray Painter/Wood Class C	$23.78		$8.41	$5.57	$0.25	$2.18	$0.00	$1.02	$0.00	$0.00	$41.21	$53.10
Computer Operator, Router, Spray Painter/Wood Class D	$23.78		$8.41	$5.57	$0.25	$2.90	$0.00	$1.02	$0.00	$0.00	$41.93	$53.82
Final Assembly,Helper Class A	$19.06		$8.41	$5.57	$0.25	$0.64	$0.00	$0.89	$0.00	$0.00	$34.82	$44.35
Final Assembly,Helper Class B	$19.06		$8.41	$5.57	$0.25	$1.27	$0.00	$0.89	$0.00	$0.00	$35.45	$44.98
Final Assembly,Helper Class C	$19.06		$8.41	$5.57	$0.25	$1.90	$0.00	$0.89	$0.00	$0.00	$36.08	$45.61
Final Assembly,Helper Class D	$19.06		$8.41	$0.00	$0.00	$2.54	$0.00	$0.89	$0.00	$0.00	$30.90	$40.43
Apprentice	**Percent**											
1-2000 hrs	50.00	$12.69	$8.41	$5.57	$0.25	$0.00	$0.00	$0.72	$0.00	$0.00	$27.64	$33.99
2001-3000 hrs	55.00	$13.96	$8.41	$5.57	$0.25	$0.54	$0.00	$0.76	$0.00	$0.00	$29.49	$36.47
3001-4000 hrs	60.00	$15.23	$8.41	$5.57	$0.25	$0.57	$0.00	$0.79	$0.00	$0.00	$30.82	$38.43
4001-5000 hrs	65.00	$16.50	$8.41	$5.57	$0.25	$1.18	$0.00	$0.83	$0.00	$0.00	$32.74	$40.99

5001-6000 hrs	70.00	$17.77	$8.41	$5.57	$0.25	$1.23	$0.00	$0.86	$0.00	$0.00	$34.09	$42.97
6001-7000 hrs	85.00	$21.57	$8.41	$5.57	$0.25	$1.38	$0.00	$0.96	$0.00	$0.00	$38.14	$48.93
7001-8000 hrs	90.00	$22.84	$8.41	$5.57	$0.25	$1.43	$0.00	$1.00	$0.00	$0.00	$39.50	$50.92

Special Calculation Note : Other is for paid holidays. Apprentice Pay Rate should be based on proper Classification.

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 707

Change # : LCN01-2024ibLoc707

Craft : Painter **Effective Date :** 01/10/2024 **Last Posted :** 01/10/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	$30.75		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$50.15	$65.53
Paperhanger	$30.75		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$50.15	$65.53
Sandblasting & Buffing	$31.15		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$50.55	$66.12
Spray Painting	$31.45		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$50.85	$66.57
REPAINT Brush Roll & Paperhanger	$29.25		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$48.65	$63.28
REPAINT Sandblasting & Buffing	$29.65		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$49.05	$63.87
REPAINT Spray Painting	$29.95		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$49.35	$64.32
Apprentice - Painter	**Percent**											
1st Year	65.00	$19.99	$8.72	$1.64	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$30.80	$40.79
2nd Year	75.00	$23.06	$8.72	$2.25	$0.45	$0.00	$2.91	$0.00	$0.00	$0.00	$37.39	$48.92
3rd Year	85.00	$26.14	$8.72	$2.70	$0.45	$0.00	$3.32	$0.00	$0.00	$0.00	$41.33	$54.40
4th Year	95.00	$29.21	$8.72	$3.75	$0.45	$0.00	$3.74	$0.00	$0.00	$0.00	$45.87	$60.48

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

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :

Application of Catalytic materials under class 3 hazardous per MSDS - .65 per hour above the Job Classification basic hourly rate.
Application of Catalytic materials under class 4 hazardous per MSDS - 1.00 per hour above the Job Classification basic hourly rate.

Repaint: 20% or less of new surfaces.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 707 HvyHwy

Change # : LCN01-2024ibLoc707HevHwy

Craft : Painter **Effective Date :** 01/10/2024 **Last Posted :** 01/10/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Bridge Class 1 Bridge Blaster	$37.01		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$56.41	$74.92
Class 2 Bridge Painter, RiggerContainment Builder, Spot Blaster	$34.01		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$53.41	$70.42
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (0-5 Years Exp.)	$27.01		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$46.41	$59.92
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (5 Plus Years Exp.)	$30.01		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$49.41	$64.42
Class 4 Concrete Sealing, Concrete Blasting/Power Washing/Etc	$26.01		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$45.41	$58.42
Class 5 Quality Control.Quality Assurance, Traffic Safety, Competent Person	$30.01		$8.72	$6.08	$0.45	$0.00	$4.15	$0.00	$0.00	$0.00	$49.41	$64.42
Apprentice - Painter	**Percent**											
1st Year	60.00	$22.21	$8.72	$1.64	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$33.02	$44.12
2nd Year	75.00	$27.76	$8.72	$2.25	$0.45	$0.00	$2.91	$0.00	$0.00	$0.00	$42.09	$55.97
3rd Year	85.00	$31.46	$8.72	$2.70	$0.45	$0.00	$3.32	$0.00	$0.00	$0.00	$46.65	$62.38

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

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :

Painter Bridge Class 2 is Defined as; Bridge Painter, Rigger, Containment Builder

Application of Catalytic materials under class 3 hazardous per MSDS - .65 per hour above the Job Classification basic hourly rate.
Application of Catalytic materials under class 4 hazardous per MSDS - 1.00 per hour above the Job Classification basic hourly rate.

* Concrete Sealing: on highway work, scaling of concrete surfaces, the treating and sealing of bridge decks, the painting and staining of concrete, including the abutments, barricades, noise barriers, lane dividers, etc.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Pipefitter Local 120

Change # : LCN01-2023ibLoc120

Craft : Pipefitter **Effective Date :** 08/30/2023 **Last Posted :** 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Pipefitter	$45.62		$12.40	$11.20	$1.18	$0.00	$3.50	$0.20	$0.00	$0.00	$74.10	$96.91
Apprentice	Percent											
1st year	48.79	$22.26	$5.45	$0.00	$1.18	$0.00	$0.00	$0.00	$0.00	$0.00	$28.89	$40.02
2nd year	50.32	$22.96	$11.65	$6.60	$1.18	$0.00	$0.88	$0.20	$0.00	$0.00	$43.47	$54.94
3rd year	58.33	$26.61	$11.65	$6.60	$1.18	$0.00	$0.88	$0.20	$0.00	$0.00	$47.12	$60.43
4th year	69.51	$31.71	$11.65	$6.60	$1.18	$0.00	$0.88	$0.20	$0.00	$0.00	$52.22	$68.08
5th year	77.36	$35.29	$11.65	$6.60	$1.18	$0.00	$0.88	$0.20	$0.00	$0.00	$55.80	$73.45

Special Calculation Note : OTHER IS :SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

1 Journeymen to 1 Apprentice per project
2-4 Journeymen to 2 Apprentices per project
5-7 Journeymen to 3 Apprentices per project

3 to 1 on jobs with 9 or more journeymen

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA*, SUMMIT*

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of State Route 18 and Smith Road and including work within the corporate limits of the City of Medina.

Details :
Under pipefittter duties shall include - steam and hot water heating boilers and related controls such as automatic feedwater and low water cut-offs, safety relief valves and gas trains; steam regulators, traps, steam valves, steam heaters, steam and hot water heating coils; feedwater lines to boilers, condensate pumps, condensate tanks and related piping to boilers, expansion tanks and controls on hot water heating systems; refrigeration and air conditioning systems that are separate from one another and are connected through piping; install, calibrate and maintain pneumatic temperture controls and piping for heating and cooling devices; piping, pumps and controls on the fluent water system in water treatment plants; hose cabinets and automatic fire sprinkler systems; underground water supply piping and devices; all fire stopping of piping systems; to operate a pipe cutting machine, to thread pipe by machine or hand dies; to do oxyacetylene and electric welding on iron and steel pipes when required; to perform other tasks when assigned.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Pipefitter Local 120 Mechanical Equipment

Change # : LCN01-2023ibLoc120

Craft : Pipefitter **Effective Date :** 08/30/2023 **Last Posted :** 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Pipefitter Mechanical Equipment Service A-2	$34.68		$12.40	$11.20	$1.18	$0.00	$3.50	$0.20	$0.00	$0.00	$63.16	$80.50
Pipefitter Mechanical Equipment Service A-1	$31.04		$12.40	$11.20	$1.18	$0.00	$3.50	$0.20	$0.00	$0.00	$59.52	$75.04
MES Trainees	**Percent**											
1st year	56.78	$19.69	$5.83	$0.00	$1.18	$0.00	$0.00	$0.00	$0.00	$0.00	$26.70	$36.55
2nd year	59.77	$20.73	$5.83	$4.30	$1.18	$0.00	$1.75	$0.20	$0.00	$0.00	$33.99	$44.35
3rd year	66.09	$22.92	$5.83	$4.30	$1.18	$0.00	$1.75	$0.20	$0.00	$0.00	$36.18	$47.64
4th year	76.61	$26.57	$5.83	$4.30	$1.18	$0.00	$1.75	$0.20	$0.00	$0.00	$39.83	$53.11
5th year	82.93	$28.76	$5.83	$4.30	$1.18	$0.00	$1.75	$0.20	$0.00	$0.00	$42.02	$56.40

Special Calculation Note : OTHER IS :SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

3 Journeymen to 1 Apprentice
2 Intermediate Servicemen to 1 Serviceman
Trainee per shop

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA*, SUMMIT*

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and including work within the corporate limits of the City of Medina.

Details :

Work scope but not limited to:Mechanical Service and Maintenance work normally performed by contractors, either by contracts or emergency call basis, who are equipped to handle all work relating to evacuation, charging, start-up, inspection, operating, maintenance and service call necessary to keep mechanical system and controls of a refrigeration , air conditioning, heating and/or ventilation or any other newly installed,

remodeled, revamped or redesigned mechanical system in operational order; all fire stopping and piping systems. Shall include but not limited to all maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the employer by the customer. Shall also be allowed to do the following installation work: All residential humidifiers and dehumidifiers, all window type units, all residential heating and cooling systems, excluding steam and hot water, and when a building is not new construction, all refrigeration systems up to 20 tons, split air conditioning systems up to 50 tons, and package or self-contained air conditioning units up to 50 tons.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plasterer Local 526

Change # : LCN01-2023ibLoc526

Craft : Plaster **Effective Date :** 05/31/2023 **Last Posted :** 05/31/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	$31.00		$8.15	$6.65	$0.50	$0.00	$5.58	$0.19	$0.00	$0.00	$52.07	$67.57
Apprentice	**Percent**											
1st Year	50.00	$15.50	$8.15	$6.65	$0.50	$0.00	$5.58	$0.19	$0.00	$0.00	$36.57	$44.32
2nd Year	60.00	$18.60	$8.15	$6.65	$0.50	$0.00	$5.58	$0.19	$0.00	$0.00	$39.67	$48.97
3rd Year	75.00	$23.25	$8.15	$6.65	$0.50	$0.00	$5.58	$0.19	$0.00	$0.00	$44.32	$55.94
4th Year	90.00	$27.90	$8.15	$6.65	$0.50	$0.00	$5.58	$0.19	$0.00	$0.00	$48.97	$62.92

Special Calculation Note : Other is for Substance abuse and training.

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plumber Local 55

Change # : LCN01-2023ibLoc55Plum

Craft : Plumber **Effective Date :** 05/17/2023 **Last Posted :** 05/17/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber	$41.11		$11.87	$9.63	$1.23	$0.00	$7.10	$0.05	$0.00	$0.00	$70.99	$91.54
Shopman (When in the field)	$22.44		$8.93	$5.59	$0.10	$0.00	$3.85	$0.00	$0.00	$0.00	$40.91	$52.13
Plumber Light Commercial Journeymen	$27.24		$8.58	$2.28	$0.69	$0.00	$3.58	$0.05	$0.00	$0.00	$42.42	$56.04
Apprentice Light Commercial Trainee												
0-3 Months	$13.84		$0.00	$0.00	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$14.34	$21.26
4-6 Months	$14.05		$3.44	$0.00	$0.46	$0.00	$0.00	$0.00	$0.00	$0.00	$17.95	$24.98
7-12 Months	$14.22		$4.13	$0.33	$0.63	$0.00	$1.13	$0.00	$0.00	$0.00	$20.44	$27.55
2nd Year	$15.50		$4.18	$0.35	$0.65	$0.00	$1.20	$0.00	$0.00	$0.00	$21.88	$29.63
3rd Year	$16.76		$4.22	$0.36	$0.68	$0.00	$1.28	$0.00	$0.00	$0.00	$23.30	$31.68
Apprentice	**Percent**											
1-6 Months	44.42	$18.26	$6.99	$0.24	$0.95	$0.00	$1.56	$0.00	$0.00	$0.00	$28.00	$37.13
7-12 Months	50.90	$20.92	$7.16	$0.44	$1.00	$0.00	$2.01	$0.05	$0.00	$0.00	$31.58	$42.05
2nd year 1-6	54.25	$22.30	$7.87	$0.85	$1.05	$0.00	$3.06	$0.05	$0.00	$0.00	$35.18	$46.33
2nd year 7-12	56.02	$23.03	$8.00	$2.85	$1.05	$0.00	$3.78	$0.05	$0.00	$0.00	$38.76	$50.27
3rd year 1-6	63.02	$25.91	$8.48	$2.80	$1.05	$0.00	$4.00	$0.05	$0.00	$0.00	$42.29	$55.24
3rd year 7-12	67.80	$27.87	$8.67	$3.63	$1.05	$0.00	$4.62	$0.05	$0.00	$0.00	$45.89	$59.83
4th year	74.07	$30.45	$8.87	$4.07	$1.05	$0.00	$4.98	$0.05	$0.00	$0.00	$49.47	$64.70
5th year	80.47	$33.08	$9.06	$4.51	$1.05	$0.00	$5.33	$0.05	$0.00	$0.00	$53.08	$69.62

Special Calculation Note : OTHER IS: SUPPLEMENTAL UNEMPLOYMENT

Ratio :

1 Journeymen 1 Apprentice

Light Commercial Ratio
1-2 Journeymen to 1 Trainee
3 Journeymen to 2 Trainees
4-5 Journeymen to 3 Trainees
6-8 Journeymen to 4 Trainees
9-10 Journeymen to 5 Trainees
11-13 Journeymen to 6 Trainees

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA*, SUMMIT*

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and the corporate limits of the City of Medina.

Details :

The Plumber Shopman will have charge of the Employer's shop and warehouse containing plumbing and heating supplies and equipment, and perform such duties as are customarily required by a Plumber or a Plumber's Shopman, including casual delivery of tools and equipment necessary for installation of Plumbing and Heating facilities. One field shopman per shop may be hired after employing the 1st apprentice, and a second field shopman per shop may be hired after employing the 5th apprentice. These shopmen may work in the field performing primarily non-mechanical work. The plumber shopman's duties do not include the installation of plumbing.

The Plumber Light Commercial Rate can be used for the following: Any private construction project covered by this agreement shall be eligible for designation as a Market Recovery Project (Lt Commerical). The Market Recovery (Lt Commercial) wage rate shall be determined project specific by the business manager. The Market Recovery rate (Lt Commercial) may be utilized on all new, repair, remodeling, alteration, and/or maintenance (interior and exterior) of "Private Enterprise Projects"; including office buildings, service buildings, retail establishments, churches, motels/hotels, and strip shopping centers which fall under this agreement.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Roofer Local 44

Change # : LCN01-2023ibLoc44

Craft : Roofer Effective Date : 04/30/2023 Last Posted : 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	$37.75		$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$58.49	$77.36
Applicant & Helper Trainees												
0 to 1851 hrs	$16.99		$0.50	$0.50	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$18.49	$26.98
1852 to 3350 hrs	$20.76		$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$41.50	$51.88
3351 to 4850 hrs	$26.43		$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$47.17	$60.39
4851 to 6350 hrs	$30.20		$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$50.94	$66.04
6351 to 7550 hrs	$33.98		$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$54.72	$71.71
7551 hrs	$37.75		$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$58.49	$77.36
Apprentice	**Percent**											
Start of school	50.02	$18.88	$0.50	$0.50	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$20.38	$29.82
600 hrs worked/72 school hrs	55.00	$20.76	$0.50	$0.50	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$22.26	$32.64
1200 hrs worked/144 school hrs	60.00	$22.65	$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$43.39	$54.71
1800 hrs worked/216 school hrs	65.00	$24.54	$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$45.28	$57.55
2400 hrs worked/ 288 school hrs	70.02	$26.43	$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$47.17	$60.39
3000 hrs worked/360 school hrs	75.00	$28.31	$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$49.05	$63.21

3600 hrs worked/432 school hrs	80.00	$30.20	$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$50.94	$66.04
4200 hrs worked/504 school hrs	90.02	$33.98	$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$54.72	$71.71
4800 hrs/576 school hrs	100.00	$37.75	$9.39	$10.85	$0.44	$0.00	$0.00	$0.06	$0.00	$0.00	$58.49	$77.36

Special Calculation Note : Other is for Drug Testing.

Ratio :

2 Journeymen to 1 Apprentice
1 Applicant/Helper Trainee

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN*, SANDUSKY

Special Jurisdictional Note : Lorain (The Ohio Turnpike North)

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 33 Industrial Door

Change # : LCN01-2023ibLoc33IndustrialDoor

Craft : Sheet Metal Worker **Effective Date :** 08/02/2023 **Last Posted :** 08/02/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	$25.42		$8.66	$5.55	$0.17	$0.00	$2.15	$0.00	$0.00	$0.00	$41.95	$54.66
Trainees	**Percent**											
1st 60 days Probationary Perios	52.00	$13.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.22	$19.83
61st day-12 months	58.00	$14.74	$8.66	$1.92	$0.17	$0.00	$1.41	$0.00	$0.00	$0.00	$26.90	$34.28
2nd yr	68.00	$17.29	$8.66	$1.92	$0.17	$0.00	$1.59	$0.00	$0.00	$0.00	$29.63	$38.27
3rd yr	73.00	$18.56	$8.66	$1.92	$0.17	$0.00	$1.69	$0.00	$0.00	$0.00	$31.00	$40.27
4th yr	80.00	$20.34	$8.66	$1.92	$0.17	$0.00	$1.80	$0.00	$0.00	$0.00	$32.89	$43.05
5th yr	86.00	$21.86	$8.66	$1.92	$0.17	$0.00	$1.91	$0.00	$0.00	$0.00	$34.52	$45.45

Special Calculation Note :

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ASHLAND, ASHTABULA, CARROLL, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DEFIANCE, ERIE, FULTON, GEAUGA, HANCOCK, HENRY, HOLMES, HURON, LAKE, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PAULDING, PORTAGE, PUTNAM, RICHLAND, SANDUSKY, SENECA, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE, WILLIAMS, WOOD

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 33 (Cleveland)

Change # : LCN01-2023ibLoc33Clev

Craft : Sheet Metal Worker **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	$41.71		$8.89	$16.56	$1.44	$0.00	$3.08	$0.00	$0.00	$0.00	$71.68	$92.53
Apprentice	**Percent**											
1st year	50.02	$20.86	$8.89	$3.09	$0.18	$0.00	$0.00	$0.00	$0.00	$0.00	$33.02	$43.46
2nd year	54.96	$22.92	$8.89	$3.40	$1.44	$0.00	$3.08	$0.00	$0.00	$0.00	$39.73	$51.20
3rd year	59.95	$25.01	$8.89	$3.71	$1.44	$0.00	$3.08	$0.00	$0.00	$0.00	$42.13	$54.63
4th year	74.94	$31.26	$8.89	$4.64	$1.44	$0.00	$3.08	$0.00	$0.00	$0.00	$49.31	$64.94

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

Ratio :

1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentice
3 Journeymen to 2 Apprentices
4 Journeymen to 2 Apprentices
5 Journeymen to 3 Apprentices
6 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN01-2022sksLoc669

Craft : Sprinkler Fitter **Effective Date :** 04/06/2022 **Last Posted :** 04/06/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	$43.75		$10.99	$7.10	$0.52	$0.00	$5.12	$0.00	$0.00	$0.00	$67.48	$89.35
Apprentice Indentured after April 1, 2013	**Percent**											
ClLASS 1	45.00	$19.69	$7.85	$0.00	$0.52	$0.00	$0.00	$0.00	$0.00	$0.00	$28.06	$37.90
CLASS 2	50.02	$21.88	$7.85	$0.00	$0.52	$0.00	$0.00	$0.00	$0.00	$0.00	$30.25	$41.20
CLASS 3	54.43	$23.81	$10.99	$7.10	$0.52	$0.00	$1.15	$0.00	$0.00	$0.00	$43.57	$55.48
CLASS 4	59.43	$26.00	$10.99	$7.10	$0.52	$0.00	$1.15	$0.00	$0.00	$0.00	$45.76	$58.76
CLASS 5	64.43	$28.19	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$48.20	$62.29
CLASS 6	69.43	$30.38	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$50.39	$65.57
CLASS 7	74.43	$32.56	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$52.57	$68.85
CLASS 8	79.42	$34.75	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$54.76	$72.13
CLASS 9	84.43	$36.94	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$56.95	$75.42
CLASS 10	89.44	$39.13	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$59.14	$78.70

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 Bldg & HevHwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCN01-2023ibBldgHevHwy

Craft : Truck Driver **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	$31.24		$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$48.39	$64.01
Apprentice	**Percent**											
First 6 months	80.00	$24.99	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$42.14	$54.64
7-12 months	85.00	$26.55	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$43.70	$56.98
13-18 months	90.00	$28.12	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$45.27	$59.32
19-24 months	95.00	$29.68	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$46.83	$61.67
25-30 months	100.00	$31.24	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$48.39	$64.01

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN,

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN01-2023ibBldgHevHwy

Craft : Truck Driver **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	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 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed)	$31.66		$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$48.81	$64.64
Apprentice	**Percent**											
First 6 months	80.00	$25.33	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$42.48	$55.14
7-12 months	85.00	$26.91	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$44.06	$57.52
13-18 months	90.00	$28.49	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$45.64	$59.89
19-24 months	95.00	$30.08	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$47.23	$62.27
25-30 months	100.00	$31.66	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$48.81	$64.64

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 3
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCN01-2023ibBldgHevHwy3

Craft : Truck Driver **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge-Frame Rock Trucks; Distributor Trucks)	$32.66		$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$49.81	$66.14
Apprentice	**Percent**											
First 6 months	80.00	$26.13	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$43.28	$56.34
7-12 months	85.00	$27.76	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$44.91	$58.79
13-18 months	90.00	$29.39	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$46.54	$61.24
19-24 months	95.00	$31.03	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$48.18	$63.69
25-30 months	100.00	$32.66	$7.75	$9.20	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$49.81	$66.14

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 207 OH

Change # : LCN01-2018fbLoc207OH

Craft : Asbestos Worker **Effective Date :** 08/23/2018 **Last Posted :** 08/23/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Abatement	$25.50	$7.25	$6.45	$0.65	$0.00	$0.00	$0.07	$0.00	$0.00	$39.92	$52.67
Trainee	$16.50	$7.25	$1.50	$0.65	$0.00	$0.00	$0.07	$0.00	$0.00	$25.97	$34.22

Special Calculation Note :

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, 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 : Butler County:(townships of Fairfield,Hanover,Liberty,Milford,Morgan,Oxford,Ripley,Ross,StClair,Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). 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, Shefield, Trumbull, Wayne, Williamsfield & Windsor) Erie County: (post offices & townships of Berlin, Berlin Heights,Birmingham,Florence ,Huron, Milan, Shinrock & Vermilion)

Details :

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.
An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 3 Heat & Frost Insulators

Change # : LCN01-2023ibLoc3

Craft : Asbestos Worker **Effective Date :** 10/04/2023 **Last Posted :** 10/04/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Worker	$41.58		$15.30	$10.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$67.38	$88.17
Fire Stop Specialist	$41.58		$15.30	$10.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$67.38	$88.17
Fire Stop Technician	$34.35		$15.30	$4.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53.90	$71.07
Apprentice	**Percent**											
1st year	49.32	$20.51	$15.30	$1.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36.81	$47.06
2nd year	63.12	$26.25	$15.30	$2.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43.55	$56.67
3rd year	68.82	$28.62	$15.30	$3.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46.92	$61.22
4th year	82.60	$34.35	$15.30	$4.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53.65	$70.82

Special Calculation Note : There are no special calculations for this classification.

Ratio :

3 Journeymen to 1 Apprentice per shop

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ASHTABULA*, CARROLL, COLUMBIANA, COSHOCTON, CUYAHOGA, ERIE*, GEAUGA, HARRISON, HOLMES, HURON, LAKE, LORAIN, MAHONING, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note : Ashtabula (the townships of Ashtabula, Austinburg, Geneva, Jefferson, Plymouth & Saybrook), The remainder of Ashtabula County will be considered open counties on a 90 day basis autormatically renewable unless revoked by the Union upon 15 day written notice by the employers. Erie (to Sandusky limits)

Details :

Mechanics & apprentices engaged in the manufacture,fabrication,assembling,molding,handling,erection,spraying,pouring,mixing,hanging,clean-up, preparation,application,adjusting,alteration,repairing,dismantling,reconditioning,testing&maintenance of Heat & Frost Insulation such as Magnesia,Asbestos,Hair Felt,Wool Felt,Cork,Mineral Wool, Infusorial Earth,Mercerized Silk,Flax,Fiber,Fire Felt,Asbestos Paper,Asbestos Curtain,Asbestos Millboard,Fiberglass, Foam glass, Styrofoam, Polyurethane, fire stopping,smoke stopping,all recyclable material,soundproofing,all penetrations,any flexible or rigid fireproofing,all jacketing systems including metal,lead,and PVC or other material.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 84 Heat & Frost Insulators

Change # : LCN02-2023ibLoc84

Craft : Asbestos Worker **Effective Date :** 10/04/2023 **Last Posted :** 10/04/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Worker	$35.52		$8.15	$9.65	$0.36	$0.00	$6.59	$0.24	$0.00	$0.00	$60.51	$78.27
Apprentice	**Percent**											
1st Year	50.00	$17.76	$8.15	$9.65	$0.36	$0.00	$6.59	$0.24	$0.00	$0.00	$42.75	$51.63
2nd Year	60.00	$21.31	$8.15	$9.65	$0.36	$0.00	$6.59	$0.24	$0.00	$0.00	$46.30	$56.96
3rd Year	70.00	$24.86	$8.15	$9.65	$0.36	$0.00	$6.59	$0.24	$0.00	$0.00	$49.85	$62.29
4th Year	80.00	$28.42	$8.15	$9.65	$0.36	$0.00	$6.59	$0.24	$0.00	$0.00	$53.41	$67.61

Special Calculation Note : Other is Industry and Labor Management Fund

Ratio :

3 Journeymen to 1 Apprentice per shop

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: Cement Mason Statewide HevHwy

Change # : LCN01-2023ibCementHevHwy

Craft : Cement Mason **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$33.74		$8.50	$7.55	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$52.76	$69.63
Apprentice	**Percent**											
1st Year	70.00	$23.62	$8.50	$7.55	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$42.64	$54.45
2nd Year	80.00	$26.99	$8.50	$7.55	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$46.01	$59.51
3rd Year	90.00	$30.37	$8.50	$7.55	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$49.39	$64.57

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA*, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, 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 : (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy
Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

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

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 573 Inside

Change # : LCN02-2023ibLoc573in

Craft : Electrical **Effective Date :** 11/27/2023 **Last Posted :** 11/22/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$40.40		$8.28	$7.42	$0.93	$0.00	$4.24	$1.21	$0.00	$0.00	$62.48	$82.68
Apprentices	**Percent**											
1st period	45.00	$18.18	$8.28	$0.00	$0.93	$0.00	$0.00	$0.55	$0.00	$0.00	$27.94	$37.03
2nd period	50.00	$20.20	$8.28	$0.00	$0.93	$0.00	$0.00	$0.61	$0.00	$0.00	$30.02	$40.12
3rd period	55.00	$22.22	$8.28	$4.08	$0.93	$0.00	$2.33	$0.67	$0.00	$0.00	$38.51	$49.62
4th period	60.00	$24.24	$8.28	$4.45	$0.93	$0.00	$2.55	$0.73	$0.00	$0.00	$41.18	$53.30
5th Period	65.00	$26.26	$8.28	$4.82	$0.93	$0.00	$2.76	$0.79	$0.00	$0.00	$43.84	$56.97
6th period	70.00	$28.28	$8.28	$5.20	$0.93	$0.00	$2.97	$0.85	$0.00	$0.00	$46.51	$60.65
7th period	75.00	$30.30	$8.28	$5.57	$0.93	$0.00	$3.18	$0.91	$0.00	$0.00	$49.17	$64.32
8th period	80.00	$32.32	$8.28	$5.94	$0.93	$0.00	$3.39	$0.97	$0.00	$0.00	$51.83	$67.99
9th period	85.00	$34.34	$8.28	$6.31	$0.93	$0.00	$3.61	$1.03	$0.00	$0.00	$54.50	$71.67
10th period	90.00	$36.36	$8.28	$6.68	$0.93	$0.00	$3.82	$1.09	$0.00	$0.00	$57.16	$75.34

Special Calculation Note : Other is National Electrical Benefit Fund.

Ratio :

1Journeymen to 3 Apprentice
4 Journeymen to 6 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA*, GEAUGA*, MAHONING*, PORTAGE*, TRUMBULL*

Special Jurisdictional Note : In Ashtabula County the following townships are included: (Colebrook, Wayne, Williamsfield, Orwell and Windsor). In Geauga County the following townships are included: (Auburn, Middlefield, Parkman and Troy). In Mahoning County the following township is included: (Milton). In Portage County the following townships are included: (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris and Windham). In Trumbull County the following townships are excluded: (Liberty and Hubbard).

Details :

Other: National Electrical Benefit Fund

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 573 Lt Commercial

Change # : LCN01-2024ibLoc573in

Craft : Electrical **Effective Date :** 01/31/2024 **Last Posted :** 01/31/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrician	$40.40	$8.28	$7.42	$0.93	$0.00	$4.24	$1.21	$0.00	$0.00	$62.48	$82.68
CE-3 12,001-14,000 Hrs	$28.89	$6.67	$0.87	$0.88	$0.00	$0.00	$0.87	$0.00	$0.10	$38.28	$52.73
CE-2 10,001-12,000 Hrs	$22.70	$6.67	$0.68	$0.88	$0.00	$0.00	$0.68	$0.00	$0.10	$31.71	$43.06
CE-1 8,001-10,000 Hrs	$20.64	$6.67	$0.62	$0.88	$0.00	$0.00	$0.62	$0.00	$0.10	$29.53	$39.85
CW-4 6,001-8,000 Hrs	$18.57	$6.67	$0.56	$0.88	$0.00	$0.00	$0.56	$0.00	$0.10	$27.34	$36.63
CW-3 4,001-6,000 Hrs	$16.51	$6.67	$0.50	$0.88	$0.00	$0.00	$0.50	$0.00	$0.10	$25.16	$33.42
CW-2 2,001-4,000 Hrs	$15.48	$6.67	$0.46	$0.88	$0.00	$0.00	$0.46	$0.00	$0.10	$24.05	$31.79
CW-1 0-2,000 Hrs	$14.44	$6.67	$0.43	$0.88	$0.00	$0.00	$0.43	$0.00	$0.10	$22.95	$30.17

Special Calculation Note : Other is National Electrical Benefit Fund and *Misc is Adminstrative Collection Fee.

Ratio :

Construction Electrician and Construction Wireman Ratio
There shall be a minimum ratio of one inside Journeyman Wireman 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) :

ASHTABULA*, GEAUGA*, MAHONING*, PORTAGE*, TRUMBULL*

Special Jurisdictional Note : In Ashtabula County the following townships are included: (Colebrook, Wayne, Williamsfield, Orwell and Windsor). In Geauga County the following townships are included: (Auburn, Middlefield, Parkman and Troy). In Mahoning County the following township is included: (Milton). In Portage County the following townships are included: (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris and Windham). In Trumbull County the following townships are excluded: (Liberty and Hubbard).

Scope of Work for the Lt. Commercial Rate is as follows: Small medical clinics, stand-alone doctor and dentist offices with up to 600 amp services (not attached to a hospital), Gas Stations/Convenience stores, fast food restaurants, franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, Nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurant facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated with the 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 of one replacement of existing fixtures.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 573 Voice Data Video

Change # : LCN02-2023ibLoc573VDV

Craft : Voice Data Video **Effective Date :** 09/06/2023 **Last Posted :** 09/06/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician	$27.40		$7.35	$2.60	$0.25	$0.00	$1.10	$0.82	$0.00	$0.00	$39.52	$53.22
Cable Puller	$14.52		$7.35	$0.00	$0.25	$0.00	$0.00	$0.44	$0.00	$0.00	$22.56	$29.82
Cable Technician	$19.18		$7.35	$1.82	$0.25	$0.00	$0.00	$0.58	$0.00	$0.00	$29.18	$38.77
Apprentice	**Percent**											
1st 750 hours	55.00	$15.07	$7.35	$1.43	$0.25	$0.00	$0.60	$0.45	$0.00	$0.00	$25.15	$32.69
2nd 750 hours	65.00	$17.81	$7.35	$1.69	$0.25	$0.00	$0.71	$0.53	$0.00	$0.00	$28.34	$37.25
3rd 750 hours	75.00	$20.55	$7.35	$1.95	$0.25	$0.00	$0.82	$0.62	$0.00	$0.00	$31.54	$41.82
4th 750 hours	80.00	$21.92	$7.35	$2.08	$0.25	$0.00	$0.88	$0.66	$0.00	$0.00	$33.14	$44.10
5th 750 hours	85.00	$23.29	$7.35	$2.21	$0.25	$0.00	$0.93	$0.70	$0.00	$0.00	$34.73	$46.38
6th 750 hours	90.00	$24.66	$7.35	$2.34	$0.25	$0.00	$0.99	$0.74	$0.00	$0.00	$36.33	$48.66

Special Calculation Note : OTHER: IS NATIONAL ELECTRIC BENEFIT FUND

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA*, GEAUGA*, MAHONING*, PORTAGE*, TRUMBULL*

Special Jurisdictional Note : In Ashtabula County the following townships are included: (Colebrook, Wayne, Williamsfield, Orwell and Windsor). In Geauga County the following townships are included: (Auburn, Middlefield, Parkman and Troy). In Mahoning County the following township is included: (Milton). In Portage County the following townships are included: (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris and Windham). In Trumbull County the following townships are excluded: (Liberty and Hubbard).

Details :

An employee who is required to wear a pager after hours will receive an additional 1.00 per hour for all hours worked.

Vacation: 1 week for 1 year
2 weeks for 2 years or more

Holidays: Memorial Day - Fourth of July - Labor Day - Thanksgiving Day - Christmas Day - New Years Day

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

The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater then 10 ft.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit

All HVAC control work.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 673 Inside

Change # : LCN01-2024ibLoc673in

Craft : Electrical **Effective Date :** 02/07/2024 **Last Posted :** 02/07/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$37.38		$7.49	$10.10	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$61.13	$79.82
Apprentice	**Percent**											
1st Period	45.00	$16.82	$7.49	$0.50	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$25.51	$33.92
2nd Period	50.00	$18.69	$7.49	$0.56	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$27.44	$36.79
3rd Period	55.00	$20.56	$7.49	$9.59	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$43.80	$54.08
4th Period	65.00	$24.30	$7.49	$9.70	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$47.65	$59.80
5th Period	75.00	$28.04	$7.49	$9.82	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$51.51	$65.52
6th Period	85.00	$31.77	$7.49	$9.93	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$55.35	$71.24

Special Calculation Note : Pension calculation for journeymen shall be $8.98 per hour paid plus 3% of gross. Pension calculation for Apprentices is equal to 3% for first two years.
No deduction for Annuity or Pension at first an second period Apprentice

Ratio :

The first person assigned to a job site shall be a Journeyman Wireman. Each job site shall be allowed a ratio of 2 Apprentice for every 3 Journeymen Wireman or fraction thereof:
1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices
7 to 9 Journeymen to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA*, GEAUGA*, LAKE

Special Jurisdictional Note : The following townships In Ashtabula County are EXCLUDED: Orwell, Colebrook, Williamsfield, Wayne and Windsor.

In Geauga County the following townships are INCLUDED: Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury and Thompson.

Details :
High Pay: 45 feet above ground or floor shall be paid $2.00 over Journeyman Scale.
If required to climb on steel, potain crane, etc., that is High Time.

NOTE: If approved scaffolding with handrails, toe boards, netting, bucket trucks, JLG, decks with proper handrails are used No High Time Shall be paid.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 673 Inside Lt Commercial Northern

Change # : LCN01-2023ibLoc673inLtCom

Craft : Electrical **Effective Date :** 06/07/2023 **Last Posted :** 06/07/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$37.55		$7.32	$10.10	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$61.13	$79.90
Welder	$41.31		$7.32	$10.10	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$64.89	$85.54
CE-3 12,001-14,000 Hrs	$27.59		$6.51	$0.83	$0.82	$0.00	$0.83	$0.10	$0.00	$0.00	$36.68	$50.47
CE-2 10,001-12,000 Hrs	$21.68		$6.51	$0.65	$0.82	$0.00	$0.65	$0.10	$0.00	$0.00	$30.41	$41.25
CE-1 8,001-10,000 Hrs	$19.71		$6.51	$0.59	$0.82	$0.00	$0.59	$0.10	$0.00	$0.00	$28.32	$38.18
CW-4 6,001-8,000 Hrs	$17.74		$6.51	$0.53	$0.82	$0.00	$0.53	$0.10	$0.00	$0.00	$26.23	$35.10
CW-3 4,001-6,000 Hrs	$15.77		$6.51	$0.47	$0.82	$0.00	$0.47	$0.10	$0.00	$0.00	$24.14	$32.03
CW-2 2,001-4,000 Hrs	$14.78		$6.51	$0.44	$0.82	$0.00	$0.44	$0.10	$0.00	$0.00	$23.09	$30.48
CW-1 0-2,000 Hrs	$13.80		$6.51	$0.41	$0.82	$0.00	$0.41	$0.10	$0.00	$0.00	$22.05	$28.95
Apprentice	**Percent**											
1st Period	45.00	$16.90	$7.32	$0.50	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$25.42	$33.87
2nd Period	50.02	$18.78	$7.32	$0.56	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$27.36	$36.75
3rd Period	55.00	$20.65	$7.32	$9.59	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$43.72	$54.05
4th Period	65.00	$24.41	$7.32	$9.71	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$47.60	$59.80
5th Period	75.00	$28.16	$7.32	$9.82	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$51.46	$65.54
6th Period	85.00	$31.92	$7.32	$9.93	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$55.33	$71.29

Special Calculation Note : Other is Central Collection.

Ratio :

Each job site shall be allowed a ratio of
2 Apprentice for every 3
Journeymen Wireman or fraction thereof:
1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices
7 to 9 Journeymen to 6 Apprentices

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

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA*, GEAUGA*, LAKE

Special Jurisdictional Note : The following townships In Ashtabula County are EXCLUDED: Orwell, Colebrook, Williamsfield, Wayne and Windsor.

In Geauga County the following townships are INCLUDED: Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury and Thompson.

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

Details :

High Pay: 45 feet above ground or floor shall be paid $2.00 over Journeyman Scale.
If required to climb on steel, potain crane, etc., that is High Time.

NOTE: If approved scaffolding with handrails, toe boards, netting, bucket trucks, JLG, decks with proper handrails are used No High Time Shall be paid.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 673 Voice Data Video

Change # : LCN01-2023ibLoc673VDV

Craft : Voice Data Video **Effective Date :** 06/14/2023 **Last Posted :** 06/14/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician	$28.95		$10.98	$0.87	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$42.86	$57.34
Communication Technician	$30.20		$10.98	$0.91	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$44.15	$59.25
Senior Technician	$31.17		$10.98	$0.93	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$45.14	$60.73
Security Tech Level I	$28.95		$10.98	$0.87	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$42.86	$57.34
Security Tech Level II	$30.20		$10.98	$0.91	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$44.15	$59.25
Security Tech Level III	$31.17		$10.98	$0.93	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$45.14	$60.73
Audio Visual Tech Level I	$28.95		$10.98	$0.87	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$42.86	$57.34
Audio Visual Tech Level II	$30.20		$10.98	$0.91	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$44.15	$59.25
Audio Visual Tech Level III	$31.17		$10.98	$0.93	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$45.14	$60.73
Apprentice	**Percent**											
1st 6 Months	55.00	$15.92	$10.98	$0.48	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$29.44	$37.40
2nd 6 Months	65.00	$18.82	$10.98	$0.56	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$32.42	$41.83
2nd Year	75.00	$21.71	$10.98	$0.65	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$35.40	$46.26
3rd Year	80.00	$23.16	$10.98	$0.69	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$36.89	$48.47
4th Year	85.00	$24.61	$10.98	$0.74	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$38.39	$50.69
5th Year	90.00	$26.05	$10.98	$0.78	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$39.88	$52.90

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

Ratio :

1 to 3 Journeyman to 2 Apprentice
4 to 6 Journeyman to 4 Apprentice
7 to 9 Journeyman to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA*, GEAUGA*, LAKE

Special Jurisdictional Note : In Ashtabula County the following townships are excluded: (Orwell, Colebrook, Williamsfield, Wayne and Windsor). In Geauga County the following townships are included: (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury and Thompson)

Details :

The following work is EXCLUDED from the Teledata Technician work scope:
The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.
The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater then 10 ft.
Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit
All HVAC control work.

*Installer Technician: Successful completion of the Installer/Technician Apprenticeship Program or have been certified by the IBEW/NECA Joint Apprenticeship and Training Program as an Installer/Technician.
*Communications Technician: At least 2 years experience as a Installer/Technician and a minimum of 12 hours continuous related education or have been certified by an IBEW/NECA Joint Apprenticeship Training Program as a Communication Technician.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Ironworker Local 207

Change # : LCN01-2023ibLoc207

Craft : Ironworker **Effective Date :** 06/01/2023 **Last Posted :** 05/31/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	$33.00		$7.35	$9.76	$1.00	$0.00	$6.54	$2.51	$0.00	$0.00	$60.16	$76.66
Layout Man and Sheeter	$34.00		$7.35	$9.76	$1.00	$0.00	$6.54	$2.51	$0.00	$0.00	$61.16	$78.16
Apprentice	**Percent**											
1st Year	65.00	$21.45	$7.35	$9.76	$1.00	$0.00	$0.00	$2.51	$0.00	$0.00	$42.07	$52.79
2nd Year	75.00	$24.75	$7.35	$9.76	$1.00	$0.00	$0.00	$2.51	$0.00	$0.00	$45.37	$57.75
3rd Year	85.00	$28.05	$7.35	$9.76	$1.00	$0.00	$5.23	$2.51	$0.00	$0.00	$53.90	$67.93
4th Year	95.00	$31.35	$7.35	$9.76	$1.00	$0.00	$5.89	$2.51	$0.00	$0.00	$57.86	$73.54

Special Calculation Note : OTHER IS MEDICAL SAVINGS ACCOUNT/OUT OF POCKET MEDICAL EXPENSES: V.E.B.A.

Ratio :

4 Journeymen to 1 Apprentice

When 7 Journeymen are employed by a Contractor, the 8th person must be an Apprentice.

4 Journeymen to 1 Apprentice thereafter
2 Journeymen to 1 Apprentice (Ornamental work)
2 Journeyman to 1 Apprentice (Spining of cables/Suspension Bridges)

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA*, COLUMBIANA*, MAHONING, PORTAGE*, TRUMBULL

Special Jurisdictional Note : Portage County shall be as follows:
Hiram College and Ravenna Arsenal, the part of Portage County East of a line from Middlefield to Shalersville to Deerfield. South of Route 6, starting at the Geauga County Line, proceeding East to State Route 11 on the East boundary and South of Interstate Route 90 to the Pennsylvania line.

Ashtabula County: All territory from the Geauga county line on the West boundary South of State Route 6 and East of State Route 11 and South of Interstate Route 90 to the Pennsylvania line.

Columbiana County: All territory east of a line from a point one (1) mile West of the intersection of Rt 224 and Rt 14 at Deerfield Circle, Deerfield, Ohio to a point where Columbiana County Rt 776 intersects with Columbian-Jefferson County line.

Details :

Reinforcing Iron Work Classification including but not limited to: all work in connection with field fabrication, handling (including loading and off-loading), sorting, cutting, bending, hoisting, placing, burning, welding and tying or securing of all materials used to reinforce concrete: all sizes and types of reinforcing steel (including composite material) wire mesh, hoops and stirrups, including mechanical splicing on reinforcing steel bar. The unloading, hoisting, placing and tying of all post tensioning cables. Also, wrecking of cores, wedging of the tendons, stressing, cutting and repairing. Structural Iron Work but not limited to: field fabrication, all loading to and including the erecting, rigging, assembly, dismantling, placing, temporary and permanent securing by any means of all structural iron, steel, ornamental lead, bronze, brass, copper, aluminum, glass all ferrous and non-ferrous metal and composite material, pre-cast, pre-stressed and post-stressed concrete structures. Bridges and bridge rails, bridge viaducts, bucks, bulkheads, bumper and bumper post, canopies and uni-strut canopies, corrugated ferrous and non-ferrous sheets when attached to steel frames, columns, beams, bar joists, trusses, girders, roof decking, electrical supports, elevator cars, elevator fronts and enclosures, erection of steel towers, flag poles, gymnasium equipment, stadium and arena seating, jail cell work, jail cell beds, benches, bunks, chairs, tables, mirrors, jail cell access doors, rigging and installation of machinery and equipment erecting, aligning, anchoring and dismantling, erection and dismantling of tower cranes, derrick monorail systems, chicago booms, overhead cranes, gantries, material and personnel hoists, tanks, hoppers and conveyors. All pre-engineered metal buildings in their entirety which includes but not limited to erection, siding, roofing, gutters, insulation and downspouts.

Ornamental Iron Work but not limited to: all work in connection with field fabrication, handling including loading and off-loading, sorting, cutting, fastening, anchoring, bending, hoisting, placing, burning, welding and tying, dismantling of all materials used in miscellaneous iron or steel, from stairs, hand railings, rolling doors, rolling gates, rolling shutters, fence, windows, curtain wall, erection and welding of all metal, sash, architectural and ornamental treatments, but not necessarily limited to all sizes and types of ornamental, steel, iron, lead, bronze, brass, copper, aluminum, all ferrous and non-ferrous metals and composite materials.

Fence Erector Iron Worker but not limited to: All work in connection with the field fabrication and erection of chain link fence, which includes but not limited to the loading and of the fence fabric and posts also the installation of the above.