



BOARD OF COUNTY COMMISSIONERS

WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

ENTER INTO CONTRACT WITH WM. KRAMER & SON, INC. FOR THE LOWER LITTLE MIAMI WWTP ROOF REPLACEMENTS PROJECT

WHEREAS, pursuant to Res. 18-1338, adopted August 28, 2018, this Board approved a Notice of Intent to Award Bid for the Lower Little Miami WWTP Roof Replacements Project to Wm. Kramer & Son, Inc., for a total bid price of \$108,530.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Wm. Kramer & Son, Inc., 9171 Harrison Pike, #12, Cleves, Ohio, for a total contract price of \$108,530.00; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH\

cc: c/a—Wm. Kramer & Son, Inc.
Water/Sewer (file)
OMB Bid file



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DAVID G. YOUNG

APPROVE NOTICE OF INTENT TO AWARD BID TO WM. KRAMER & SON INC. FOR LOWER LITTLE MIAMI WWTP ROOF REPLACEMENTS PROJECT

WHEREAS, bids were closed at 11:00 a.m., on August 16, 2018, and the bids received were opened and read aloud for the Lower Little Miami WWTP Roof Replacements Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Brausch, Wm. Kramer & Son Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Wm Kramer & Son Inc., 9171 Harrison Pike, Unit 12, Cleves, Ohio for a total bid price of \$108,530.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)
OMB Bid file



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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

BID OPENING

August 16, 2018

BID OPENING – LOWER LITTLE MIAMI WWTP ROOF REPLACEMENT

Bids were closed at 11:00 a.m. this 16th day of August and the following bids were received, opened and read aloud for the Lower Little Miami WWTP Roof Replacement for the Warren County Water and Sewer Department.

Ace Exteriors Madeira, Ohio	\$ 124,130.00
Kerkan Roofing Inc. Cincinnati, Ohio	\$ 138,500.00
Mid-Miami Roofing Monroe, Ohio	\$128,000.00
WM Kramer & Son Inc. Cleves, Ohio	\$108,530.00

Chris Brausch, Warren County Sanitary Engineer will review bids for a recommendation at a later date.

cc: Bid File

OMB

OGA (file)

August 13, 2018

ADDENDUM #1

LOWER LITTLE MIAMI WWTP ROOF REPLACEMENT PROJECT

1 PAGES

This Addendum No. 1 is issued to make certain revisions, additions, and clarifications to the original Contract Documents and shall be incorporated into the original documents. This Addendum takes precedence over any and all information previously issued. No other revisions to the Contract Documents are to be inferred.

SPECIFICATIONS

1. Section 075323 – ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING , **Delete** Paragraph 2.5. Substrate boards are not required.
2. Section 075323 – ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING , **Delete** Paragraph 3.2. Substrate boards are not required.

QUESTIONS

1. What is the purpose of the substrate board? Sheet A-6 depicts the ballast system and represents it to have a substrate board in the assembly. The specifications require the substrate board to be mechanically attached to the deck.

Manufacturers typically do not require a substrate board in the ballasted assembly to meet the warranty requirements, including the specified UL rating. Further, if a substrate board were required, manufacturers typically do not recommend mechanically attaching it to a hollow-core concrete deck but recommend that it be loose laid as is the rest of the ballasted assembly. Would you clarify the disposition of the substrate board please? Is it needed? ANSWER: Since we are roofing over precast concrete planks and the roof surface is relatively flat, a substrate board is not needed.

2. Can a high density EPS be used instead of the specified Poly Iso Tapered system? ANSWER: High density EPS is acceptable, provided it still meets R-values and specification guidelines.
3. Can 060 NR EPDM be used instead of the 075 Sure Tough EPDM? ANSWER: NO. The specified 75 mils system will be required.

DRAWINGS

1. Sheet A-6 – ROOFING SECTIONS AND DETAILS **Delete** the New Substrate Board from Details A, B, and C.

THIS ADDENDUM MUST BE SIGNED AND ATTACHED TO YOUR BID.

Acknowledged by:

Date

LOWER LITTLE MIAMI WWTP ROOF REPLACEMENT

August 2, 2018

The following parties met on at 9:00 AM at the Lower Little Miami WWTP.

Name	Company	Phone Number	E-mail Address
Chris Brausch	Warren County Water & Sewer	(513) 695-1193	Chris.brausch@co.warren.oh.us
Greg Squire	Warren County Water & Sewer	(513) 683-5808	Greg.squire@co.warren.oh.us
Kathryn Gilbert	Warren County Water & Sewer	(513) 695-1645	Kathryn.gilbert@co.warren.oh.us
Justin Vice	Corken Steel	513 500 6812	JVice@corkensteel.com
Scott Miller	AW Farrell	419.333.1167	scott.miller@awfarrell.com
Jeff Kramer	Wm Kramer & Son	513-353-1142	JKramer@KramerRoofing.com
KERRY DEGENER	CARLISLE SPEC DESIGN	513 928 9944	KERRY.DEGENER@SPECDESIGN/LLC.COM

PREBID MEETING AGENDA

Project: Lower Little Miami WWTP Roof Replacement Project
Warren County, Ohio

Meeting Date: 9:00 AM, August 2, 2018

Location: Lower Little Miami WWTP
2086 State Route 22 & 3
Maineville, Ohio 45039

INTRODUCTIONS:

Chris Brausch	Project Engineer	513-695-1193 office 513 267-2484 cell Chris.brausch@co.warren.oh.us
Eric Haddix	WWTP Chief Operator	513-509-2088
Greg Squire	WWTP Superintendent	513-519-5354

PROJECT DESCRIPTION

Remove and replace the existing Ethylene-Propylene-Diene-Monomer (EPDM) Roofs on the Digester Control Building and the Old Chlorine Building at the Lower Little Miami Wastewater Treatment Plant. The roofs are approximately 2,850 and 950 square feet, respectively.

RECEIPT OF BIDS

Sealed bids shall be received by the Warren County Board of Commissioners on **Thursday, August 16, 2018 until 11:00 AM**, local time, at 406 Justice Drive, Lebanon, Ohio at which time and place they will be publicly opened and read aloud.

INTERPRETATIONS

All questions regarding the meaning or intent of the Contract Documents shall be received in writing by Warren County Water and Sewer by close of business on **Wednesday, August 8, 2018**. Questions can be emailed to chris.brausch@co.warren.oh.us.

Written clarifications and interpretations will be issued by Addenda no later than Monday, August 13, 2018. **Addenda will be posted on the County's website**. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect.

BID FORMS

Bids shall be submitted in accordance with SECTION 00200-GENERAL INSTRUCTIONS TO BIDDERS. Copies of the bidding forms may be made and submitted. The following sections of the Bid/Contract Documents must be completed and submitted with each bid:

- SECTION 00100 - Bid Proposal
- SECTION 00120 - Exception Sheet
- SECTION 00130 - Bidder Identification
- SECTION 00220 - Non-Collusion Affidavit
- SECTION 00260 - Bid Guaranty & Contract Bond
- SECTION 00300 - Experience Statement
- SECTION 00320 - Affidavit of Non-Delinquency of Taxes
- SECTION 00340 - Certificate of Compliance Non-Discrimination and Equal Employment Opportunity Affidavit
- SECTION 00360 - Findings for Recovery Affidavit

All bid line items shall be based on materials, equipment, and supplies specified in the contract documents.

SITE VISITS

Bidders must arrange site visits by contacting Greg Squire, Wastewater Treatment Superintendent.

FUNDING SOURCE

Project is being financed through the Warren County Water & Sewer Department. All requirements associated with publicly bid and constructed projects will be in effect for this project.

INSPECTION & PROJECT COORDINATION & ENGINEER

The County will provide an on-site project coordinator during the work. Periodic site inspections and project monitoring shall be performed by County staff and Project Engineer, Chris Brausch. All potential changes to the contract and technical questions shall be approved by the Project Engineer.

PROJECT SAFETY

Project safety shall be the responsibility of the contractor. Work shall be performed in compliance with all OSHA, state, and federal safety rules and regulations.

WAGE RATES

State of Ohio prevailing wage rates apply to this project. Copies of the prevailing wage rates for trades are contained in SECTION 00500 of the Contract Documents.

Within seven working days after the receipt of notification of a change in the prevailing wage rates, the public authority shall notify all affected contractors and subcontractors.

No public authority shall award a contract for a public improvement to any contractor or subcontractor whose name appears on the list of debarred contractors. This list is filed with the Ohio Secretary of State.

Warren County's Project Engineer will serve as the Prevailing Wage Coordinator during the life of the contract for constructing the public improvement.

Prevailing Wage Requirements

1. Obtain from each contractor a list of its subcontractor's names, addresses and telephone numbers.
2. Obtain from each contractor, the name and address of its Bonding/Surety Company. Obtain from out-of-state corporations, the name and address of their Statutory Agent. (This agent must be located in the State of Ohio and registered with the Ohio Secretary of State).
3. Obtain from each contractor, its certified payroll report, within two weeks after the first pay. A certified report is one that is sworn to and signed by the contractor. *(The initial report must be filed within two weeks).*

The County may use the following procedures to monitor compliance by contractors and subcontractors.

1. Visit the project to verify posting requirements and job classifications.
2. Review certified payroll reports to ensure they are submitted in a timely fashion and complete with the following information for each employee.
 - * Name, current address, social security number
 - * Classification (must be specific for laborers and operators)
 - * Hours worked on project
 - * Hourly rate
 - * Fringe benefits, if applicable
 - * Gross wages, all deductions, net pay
3. Compare rates and fringes reported to rates in prevailing wage schedule.

Upon completion of the project and prior to the final payment, require an affidavit of compliance from each contractor and subcontractor. Warren County shall not make final payment to any contractor or subcontractor unless the final affidavits have been filed by the respective contractor and subcontractor (ORC Section 4114.07).

CONSTRUCTION SCHEDULE

The construction schedule for this project is detailed in SECTION 00100 - BID PROPOSAL and SECTION 00400 - CONTRACT. The Contract Time shall commence on the date stipulated in the Notice to Proceed (NTP) and all work shall be completed, in accordance with the terms as stated in the agreement, and in accordance with the following schedule milestones:

Substantial completion shall be 90 days after notice to proceed.

Final completion and contract closeout shall be within 120 days from notice to proceed.

No work shall be done between 4:30 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, without prior written permissions from the County. Emergency work may be done without prior permission.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

The Engineer's Opinion of Probable Construction Cost for the work under this contract is \$140,000.

DISPOSAL OF MATERIALS

Onsite disposal of demolished or removed construction materials shall not be permitted. Contractor will be responsible for the proper removal and disposal of all construction spoils.

PERMITS

None required.

QUESTIONS:

BID/CONTRACT DOCUMENTS

**LOWER LITTLE MIAMI WWTP ROOF
REPLACEMENTS PROJECT**

WARREN COUNTY WATER & SEWER
DEPARTMENT

WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250

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SECTION 00040 - INVITATION TO BIDDERS

Separate sealed bids for the Lower Little Miami WWTP Roof Replacements Project will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until August 16, 2018 @ 11:00 a.m. and then at said time publicly opened and read aloud.

Bid documents, drawings and specifications are available online at the Warren County's Website at <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Chris Brausch at the Warren County Water and Sewer Department, (513) 695-1193. **A Non-mandatory pre-bid meeting has been scheduled for August 2, 2018 @ 9:00 a.m. at the Lower Little Miami Wastewater Treatment Plant located at 2086 State Route 22&3.**

The project description: Remove and replace the existing Ethylene-Propylene-Diene-Monomer (EPDM) Roofs on the Digester Control Building and the Old Chlorine Building at the Lower Little Miami Wastewater Treatment Plant. The roofs are approximately 2,850 and 950 square feet, respectively. The Engineer's opinion of probable construction cost is \$140,000.00.

A Bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution. **OR**
2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after the contract is executed.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder. All bids shall be sealed and plainly marked:

BID OPENING— LOWER LITTLE MIAMI WWTP ROOF REPLACEMENTS PROJECT, AUGUST 16, 2018 @ 11:00 a.m.

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

By order of the Board of County Commissioner, County of Warren, State of Ohio.



Tina Osborne, Clerk

SECTION 00100 - BID PROPOSAL

The undersigned declares that the only persons or parties in this Bid are as stated; that the Bid in make without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. The undersigned do hereby propose to furnish all labor, materials, tools, equipment, etc., necessary to complete the work at the Lower Little Miami Wastewater Treatment Plant located at 2086 State Route 22&3. The premiums for all Bonds required shall be paid by the Contractor and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of the County if the Bidder fails to execute the Agreement.

The undersigned hereby agrees that the Contract Time shall commence on the date stipulated in the Notice to Proceed and to complete the work in accordance with the terms as stated in the Contract Agreement, and in accordance with the following schedule milestones:

The Owner shall issue a "Notice to Proceed" within 14 days of contract execution. The start of the project shall be determined by the successful bidder and identified in a written project schedule submitted by the Bidder to the Owner within 14 days of executing the contract. The Bidder shall complete the work in accordance with the terms as stated in the Contract Agreement, and in accordance with the following schedule milestones:

- a. Substantial completion shall be within 90 days from Notice to Proceed
- b. Final completion, site restoration work complete, and Contract Closeout shall be within 120 days from Notice to Proceed

The undersigned acknowledges receipt of the following Addenda:

No. _____, dated _____, 2018

No. _____, dated _____, 2018

No. _____, dated _____, 2018

Bids shall include all costs incurred for the Work including materials, equipment, supplies, labor, permit fees, taxes, insurance, miscellaneous costs, overhead, and profit. All Material must comply with the specifications shown on the contract drawings.

The written/typed Total Bid price is for the convenience of the Owner in comparing bids. Any discrepancy between the actual sum of the line item totals and the written/typed total bid price shall be resolved in favor of the actual sum of the correct individual line item.

Bid

TO: Warren County Water & Sewer Department
(Type Owner's Name)

FROM: _____
(Bidder's Name)

FOR: Lower Little Miami WWTP Roof Replacement
(Type Project Name)

Submitted: _____, 201__

The undersigned Bidder, in compliance with your Invitation to Bid for the construction of this Project having examined the Contract Documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to construct the Project in accordance with the Contract documents.

The Bidder proposes and agrees, if this Bid is accepted, to contract with Warren County Water & Sewer Department in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the Warren County Water & Sewer Department with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following prices:

ITEM 1 – Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the Lower Little Miami WWTP Roof Replacement, including all work shown on the Drawings and/or specified and included in Item 1 below, the amount of: __

_____ DOLLARS (\$_____).

Item No.	Description	Estimated Qty.	Unit	Unit Price	Total Price
1.	General Contract		Lump Sum		\$

The scope of work includes the roofs at the Digester Control Building and Old Chlorine Building. The work shall be constructed in accordance with the documents listed below:

1. Lower Little Miami WWTP Roof Replacement Drawings A-1, A-2, A-3, A-4, A-5 & A-6.
2. Specification Sections listed below:
 - 024119 - Selective Demolition
 - 033000 SF - Cast-In-Place Concrete
 - 055000 - Metal Fabrications
 - 055213.10 -Aluminum Handrails
 - 075323 - EPDM Roofing
 - 076200 - Sheet Metal Flashing and Trim
 - 079200 - Joint Sealants

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Owner, and to fully complete all work under this Contract within 90 consecutive calendar days from and including said date.

BIDDER: _____

By: _____
(name signed)

(name printed or typed)

Title: _____

Address: _____

Phone: _____

Attest: _____

(name signed)

(name printed or typed)

Title: _____

(SEAL)

Primary Contact: _____

Primary Contact E-mail Address: _____

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

END OF SECTION

SECTION 00120 - EXCEPTION SHEET

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate "none" below.

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

SECTION 00130 - BIDDER IDENTIFICATION

ATTENTION BIDDER:

Please fill out this form and submit with your bid.

COMPANY NAME:

CHIEF EXECUTIVE OFFICER:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

PROJECT CONTACT PERSON:

PHONE NUMBER:

E-MAIL ADDRESS:

FEDERAL ID #:

WEBSITE ADDRESS:

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

1. **Receipt and Opening of Bids:** The Warren County Board of Commissioners (herein referred to as "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Warren County Board of Commissioners until August 16, 2018 @ 11:00 a.m. and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Warren County Board of Commissioners at 406 Justice Drive, Lebanon, Ohio 45036, and shall be clearly marked

BID OPENING— LOWER LITTLE MIAMI WWTP ROOF REPLACEMENTS PROJECT, AUGUST 16, 2018 @ 11:00 a.m.

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

2. **Bid Documents:** Bid documents, drawings, addenda, plan holders list, and other information are available online, free of charge, at the Warren County's Website at <http://www.co.warren.oh.us/commissioners/Resources/Default.aspx>. Contact Chris Brausch at chris.brausch@co.warren.oh.us to be added to the plan holders list. All Addenda will be posted on the aforementioned website and shall not be mailed to the bidders. Bidders shall be responsible for checking the website prior to submitting their bids.

3. **Withdraw of Bid:** A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof.

4. **Preparation of Bid:** Each bid must be submitted on the prescribed form and such documents as hereunder described. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.

5. **Method of Bidding:** Bids shall be submitted at the time and place indicated in the Invitation to Bidder and shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the bid security and other required documents.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

The Owner invites unit price bids for the construction described in the plans and specifications. These unit prices shall be extended by estimated quantities to develop a total price for the project.

The estimate of quantities of work, if included in the Proposal, is approximate only, and will not become the basis for calculating final payment for the work. However, the estimated quantities shall be used by the Owner in calculating the total amount of the Proposal for comparison of bids.

If the total price received from the lowest and best bidder exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest and best bidder or bidders;
- c. Reduce the scope of work by eliminating certain items of work to produce a total bid which is within available funds;
- d. Reduce the scope of work by reducing the quantity of certain items of work to produce a total bid which is within available funds;
- e. Reduce the scope of work by a combination of adjustments as outlined in "c" and "d" above to produce a total bid which is within available funds.
- f. The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
- g. The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.

6. **Qualification of Bidder:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein; conditional bids will not be accepted.

7. **Bid Security:** Each bid must be accompanied by cash, cashier's check, certified check of the bidder, letter of credit equal to ten (10) percent of bid, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. (See Invitation to Bidders for required amounts) Such cash, checks or bid bonds will be returned to bidders after the Owner has awarded the bid and has

executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

8. **Liquidated Damages for Failure to Enter into Contract:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

9. **Time of Completion and Liquidated Damages:** The Owner shall issue a "Notice to Proceed" within 14 days of contract execution. The start of the project shall be determined by the successful bidder and identified in a written project schedule submitted by the Bidder to the Owner within 14 days of executing the contract. The Bidder shall complete all work within the following requirements:

- a. Substantial completion shall be within 90 days from Notice to Proceed.
- b. Final completion, site restoration work complete, and Contract Closeout shall be within 120 days from Notice to Proceed.

Bidder agrees to pay as liquidated damages the sum of \$400.00 for each consecutive calendar day thereafter. See the General Conditions and Supplemental Conditions for the definition and requirements of substantial completion.

10. **No Damage for Delay:** No payment, compensation or adjustment of any kind shall be made to the contract price for damages incurred by the contractor because of hindrances or delays in the progress of the work from any cause that is not proximately caused by the Owner's action or failure to act. Whether such hindrances or delays are avoidable or unavoidable, the contractor agrees that he or she will make no claim for compensation, damages or mitigation of liquidated damages for any such delays. Examples of delays include (but are in no manner limited to) obtaining all necessary permission from any government agency or any private party, any act or failure to act by any other contractor, subcontractor and/or supplier, all foreseen and unforeseen events and any conditions or acts of God. It is understood and agreed that the contractor assumes all risks of delays in prosecuting or completing the work under the contract that are not proximately caused by the Owner's action or failure to act. The contractor will accept in full satisfaction for such delays, an extension of time, if any, agreed to by the Owner.

11. **Conditions of Work:** Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means or will not cause any interruption of or interference with the work of any other contractor. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect, all the requirements of

the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

12. **Addenda and Interpretations:** No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing to Chris Brausch at chris.brausch@co.warren.oh.us and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the Warren County Commissioners website, no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to monitor the website and download any such addendum or interpretations shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

13. **Security for Faithful Performance:** Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a performance (surety) bond as security for faithful performance of this contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond will not be required.

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

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

16. **Method of Award:** The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates, to the lowest and best bidder, as produces a net amount which is within the available funds.

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

18. **Safety Standards and Accident Prevention:** With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the

Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of title 29 of the code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, N. 75, Saturday, April 17, 1971.

- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
19. **Examination of Site:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for him/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
20. **Water Supply:** All water for construction purposes, except for the expense of having water conveyed about the work, will be provided by the Owner.
21. **Working Facilities:** The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
22. **Permits:** No permits are required for this construction.
23. **Signature of Bidders:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as", or "sole owner." The bidder shall further state in his proposal the name and address of each person or corporation interested therein.
24. **Right to Accept or Reject Proposals:** The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
25. **Non-Collusion Affidavit:** The successful bidder will be required to submit a non-collusion affidavit on the form included in these Bid/Contract documents (SECTION 00220). This affidavit shall be dated and executed as part of this bid.
26. **EEO Compliance:** Bidders please see SECTION 00340 for EEO Compliance Requirements and Affidavit.

27. **Wage Rates:** In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Act. Copies of these prevailing wage rates have been included in these specifications. Every Contractor and Subcontractor who is subject to Ohio Revised Code, Chapter 4115 shall, as soon as he begins performance under his contract with the Owner, supply the Prevailing Wage Coordinator for the Owner a schedule of the dates on which he is required to pay wages to employees. He shall also deliver to the Prevailing Wage Coordinator within three weeks after each pay date, a certified copy of his payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

In case the Owner orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any Subcontractor under this contract to employ a person not herein specified, the Owner will include in the contract change order for such extra or additional work, a minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid to each employee engaged in work of such trade or occupation, not less than the wage so included. Insofar as possible, local labor shall be employed on this work.

28. **Subletting of Contract:** The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent of the total contract cost, except that any time designated in the contract before computing the amount of work required to be performed by the Contractor with his own organization, no subcontract, or transfer of contract, shall in any way release the Contractor of his liability under the contract and bonds.

29. **Required Insurance:** In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his own cost and expense purchase and maintain in force until final acceptance of his work, the forms of insurance coverage listed below.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided, **but shall specifically refer to this Contract** and shall name the Board of Warren County Commissioners as additionally insured. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damages (Item G) shall at this time be delivered to the Owner for its possession.

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least ten days prior to the effective date of such cancellation or amendment.

Item A - Workmen's Compensation and/or Employer's liability Insurance as required or specified by State Law.

Item B – Comprehensive General Liability Insurance: In an amount not less than \$1,000,000.00 per occurrence for Bodily Injury and \$500,000 for explosion underground and collapse, commonly known as “XCU.” The following endorsement documents provided by Warren County:

- a. CG 20 10 10 01 – additional insured endorsement (or equivalent)
- b. CG 20 37 10 01 – additional insured endorsement (or equivalent)
- c. CG 25 03 03 97 – designated location aggregate (or equivalent)

General Liability needs to be written on Primary/Non-contributory basis for the benefit of the additional insured.

Item C – Umbrella: In an amount not less than \$1,000,000 occurrence and \$1,000,000 aggregate. Umbrella needs to attach to General Liability, Employers Liability, Auto Liability. Umbrella needs to be written on follow-form primary.

Item D - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item E - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item F - (If Applicable) - Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such form as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, F, and I shall be provided by or on behalf of the Subcontractors to cover that part

of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item F (if applicable) shall be in an amount and form as each railroad or utility company may require.

Builders Risk Insurance: All Risk form, including subsidence and theft of materials from the job site. Such coverage shall be maintained until final acceptance of the Contract by the

Owner and payable to the Owner for the benefit of the contractor. The limit for Builders Risk shall be the full value of construction.

30. **Maintenance of Property:** All work activities including storage and stockpiling of materials, is to be conducted within the Owner's property. Bracing, scaffolding, and rigging shall be located within the property unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and Owner prior to any work beginning on the affected property.

31. **Foreign Corporation and Contractors:** Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Ohio Revised Code, Section 153.05 or under Sections 4123.01 to 4123.94, inclusive.

32. **Subcontracts:** Contractor shall provide upon request of the Owner an explanation of all subcontractors intended to be used in performance of the work. In the event the Owner does not object, Contractor may have such work performed by a subcontractor. Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, the Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

33. **Real and/or Personal Property Tax Affidavit:** All bidders must complete the Real and/or Personal property tax affidavit (Section 00320) and submit with your bid. This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.

34. **Description of Project:**

The project description: Remove and replace the existing Ethylene-Propylene-Diene-Monomer (EPDM) Roofs on the Digester Control Building and the Old Chlorine Building at the Lower Little Miami Wastewater Treatment Plant. The roofs are approximately 2,850 and 950 square feet, respectively. The Engineer's opinion of probable construction cost is \$140,000.00.

35. **Scope of Work:** Provide all work as described in the Specifications and Drawings herein as necessary to provide for project completion.

36. **Required Forms:** Each Bidder shall complete and submit the following forms with his/her bid:

SECTION 00100 – Bid Proposal

SECTION 00120 - Exception Sheet
SECTION 00130 - Bidder Identification
SECTION 00220 - Non-Collusion Affidavit
SECTION 00260 - Bid Guaranty & contract Bond
SECTION 00300 - Experience Statement
SECTION 00320 - Affidavit of Non-Delinquency of Taxes
SECTION 00340 - Certificate of Compliance Non-Discrimination and Equal Employment
Opportunity Affidavit
SECTION 00360 - Findings for Recovery Affidavit

37. **Subcontractors:** The successful Contractor may be required, at the request of the Owner, to submit a list of sub-contractors and/or suppliers for said project.

38. **Additional Obligations Upon Contact Award:** Upon award of the bid but prior to execution of the final agreement and notice to proceed, the Contractor shall submit all of the following documents, completed as required:

- 1) Contract
- 2) Performance Bond
- 3) Certificates of Insurance

39. Entire bid packet must be completed (except SECTION 00400 - Contract) and returned with bid proposal, as the entire bid packet becomes part of the contract documents.

40. **Changes In Work:** Owner may find it necessary and desirable to make changes and/or alterations in the lines, plans, equipment, or materials from time to time, either before or after construction has begun.

The Owner shall notify the Contractor in writing about all changes in the work at any time, and it shall be completed according to the said changes without any alteration in the Contract Price except in those cases where the changes materially affect the amount of work to be done and the cost thereof. The decision of the Owner regarding changes in work shall be final in all cases where no alteration in price is involved. Changes in work which involve any alteration in the amount to be paid to the Contractor shall not be commenced until approved in writing by the Owner.

If the Contractor claims that any written instructions from the Owner, by drawings or otherwise, involved extra cost or an extension of time, he/she shall so notify the Owner in writing within seven (7) days after receipt of such instructions and before proceeding to execute the work.

41. **Partial Payments to Contractor:** The Owner will make partial payments to the Contractor during construction on the basis of an estimate of the value of work performed during the preceding calendar month under this Contract. The partial payment shall be made in accordance with the applicable sections of the Ohio Revised Code. Owner will furnish an estimate of the quantities of work. Owner will determine the value of work performed and prepare the monthly partial estimate.

All materials and work covered by partial payments made shall thereupon become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole

responsibility for the care and protection of work upon which payments have been made or the restoration of any damaged work. The payment of monthly partial estimates does not waive the right of the Owner to require the fulfillment of all the terms of the Contract Documents.

42. **Owner's Right to Withhold Certain Amounts and Make Applicable Thereof:** The Contractor may be required by the Owner to furnish from time to time, satisfactory evidence that all persons who have done work or furnished materials under this Contract, or may have suffered and claimed damage on account of the Contractor's operation, have been fully paid or secured; and in case such evidence is not furnished as aforesaid, the Owner may in addition to the Portion of any estimate retained under the preceding provisions of these Contract Documents, also withhold sufficient amount of any payment otherwise due to the Contractor to cover:

- a. Payments that may be past due or payable for just claims for labor or materials furnished in an about the performance of the work or for damages sustained under this Contract;
- b. For defective work not remedied as hereinbefore provided, and;
- c. For failure of the Contractor to make proper payments to his Subcontractors.

If the Contractor fails to carry on the work within the time set out in his Proposal, the Owner may retain from the moneys that are, or which may become due said Contractor, the Owner's estimated daily cost of the completed work, for each and every calendar day the completion of the work be delayed beyond the time specified herein for such completion. The Contractor shall not be entitled to a bonus for early completion.

43. **The Right of Owner to Terminate Contract:** In the event that any of the provisions of these Contract Documents are violated by the Contractor or any of his/her Subcontractors, the Owner may serve written notice upon the Contractor and the Surety, of his intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for corrections be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing of such Surety or Notice of Termination, the Owner may take over the work and prosecute same to completion by contract for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such appliances and shop drawings as may be on the site of the work and necessary therefore.

44. **Other Contacts:** The Owner reserves the right to allow other work or to enter into other Contracts for work to be constructed or placed in or about the work herein described, and to order the starting and progress of such other Contracts at any time prior to the completion of this Contract. The Contractor hereby waives any claims for damages or extra compensation by reason of any real or supposed interference with his work.

45. **Suspension of Work:** The Owner reserves the right to suspend the whole or any part of the work to be done hereunder if work is not proceeding in accordance with the Contract Documents, without compensation to the Contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by such suspension. Such suspension shall be in the form of a written "Stop Order" issued by the Owner.

46. **Retainer:** In accordance with ORC Section 153.12 partial payments to the Contractor for labor performed under either a unit or lump sum price contract shall be made at the rate of ninety-two per cent of the estimates prepared by the Contractor and approved by the Engineer. All labor performed after the job is fifty per cent completed shall be paid for at the rate of one hundred per cent of the estimates submitted by the Contractor and approved by the Engineer.

When the major portion of the project is substantially completed and occupied, or in use, or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall be released and paid to the contractor, withholding only that amount necessary to assure completion.

47. **Final Inspection:** Owner shall make a final inspection upon completion of work; and if all the work required to be done under the Contract is found acceptable as required by the Contract Documents, he shall prepare and provide the Contractor a written statement indicating completion of all the work under the Contract.

48. **Final Estimate:** The Owner will pay to the Contractor the total earned compensation as stated in the Final Estimate, less all prior payments. All prior estimates and payments, including those relating to "Changes in Work" or "Ext a Work" shall be subject to correction by this Final Estimate for payment of the work included under these Contract Documents. The one (1) year guarantee period shall commence on the date of the Final Estimate. Final payment will not be released until a written waiver of liens is signed and submitted by all subcontractors and material suppliers.

49. The Engineer's Opinion of Probable Construction Cost is \$140,000.00.

50. **STATEMENT: Do not submit confidential documents or documents of any type that contain trade secrets. All materials submitted become public records once opened and may be copied upon request to anybody including competitive bidders.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 Insurance Agency Name & Address	CONTACT NAME: Insurance Agent Contact	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	Insurance Company A
	INSURER B :	Insurance Company B
INSURED Contractors Name & Address	INSURER C :	Insurance Company C
	INSURER D :	Insurance Company D
	INSURER E :	Insurance Company E
	INSURER F :	Insurance Company 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	ADDSUBR INSD VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X X	POLICY #	EFF DATE	EXP DATE	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		POLICY #	EFF DATE	EXP DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTIONS \$ _____		POLICY #	EFF DATE	EXP DATE	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ 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)

Board of Warren County Commissions are listed as additional insureds with respects to the General Liability for ongoing and completed operations as per attached CG 2010 10/01 and CG 2037 10/01. General Liability is primary and non-contributory for the benefit of the additional insured. Waiver of subrogation applies to the General Liability.

CERTIFICATE HOLDER Board of Warren County Commissioners 406 Justice Drive Lebanon, OH 45036	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 _____ INSURANCE AGENTS SIGNATURE
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Board of Warren County Commissioners 406 Justice Drive Lebanon, OH 45036
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

SECTION 00220 - NONCOLLUSION AFFIDAVIT

State of _____

BID Identification _____

CONTRACTOR _____, being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from Bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statement contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons who have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before
me this ___ day of _____, 2018.

Seal of Notary

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. A bid guaranty from each bidder. The "bid guaranty" shall consist of a firm commitment such as a bid bond in the amount of one hundred (100) percent of the bid price, or ten (10) percent of the bid price if certified check or other negotiable instrument accompanying a bid, as assurance the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

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

(Insert full name or legal title of Contractor and Address)

as Principal and

_____ (Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Warren County Board of Commissioners hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

LOWER LITTLE MIAMI WWTP ROOF REPLACEMENTS PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive 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 this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal 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 bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and within TEN days after the awarding of the contract, enters into a proper contract in accordance with

the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID PRINCIPAL 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, specifications, and bills of material therefore; 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 benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; THEN THIS OBLIGATION SHALL be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said surety on its 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 _____ day of _____ 2018.

PRINCIPAL

SURETY

By: _____

By: _____

Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

SECTION 00280 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

WARREN COUNTY OHIO, BOARD OF COMMISSIONERS
406 Justice Drive
Lebanon, OH 45036

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____,
2018, a copy of which is hereto attached and made a part hereof for the construction of:

LOWER LITTLE MIAMI WWTP ROOF REPLACEMENTS PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice
to the Surety and during the guaranty period(s), and if he shall satisfy all claims and demands
incurred under such contract, and shall fully indemnify and save harmless the OWNER from all
costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay
the OWNER all outlay and expense which the OWNER may incur in making good any default,
then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that
no change, extension of time, alteration or addition of the terms of the contract or the WORK to be
performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2018.

ATTEST:

(Principal)

(SEAL)

By _____

ATTEST:

(SEAL)

(Surety)

IMPORTANT: Pursuant to Ohio Revised Code §122.87(A) defines surety company as, "... a company that is authorized by the department of insurance to issue bonds as a surety".

SECTION 00300 - EXPERIENCE STATEMENT

The Bidder is required to state in detail in the space provided below, what work he has done of a character similar to that included in the proposed contract, to give references and such other detailed information as will enable the Owner to judge of his responsibility, experience, skill and financial standing. Completion of this statement is required and must be submitted with the Bid in order to qualify for consideration for award of contract.

SUBMITTED FOR:

LOWER LITTLE MIAMI WWTP ROOF REPLACEMENTS PROJECT

SUBMITTED BY:

Name: _____

(Print or Type Name of Bidder)
(A Corporation/A Partnership/An Individual)
[Bidder to strike out inapplicable terms.]

Address: _____

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach Separate Sheets as Required)

1.0 How many years has your organization been in business as a contractor?

2.0 How many years has your organization been in business under its present name?

3.0 Has any construction contracts to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name, address, phone number, and contact person of owner, architect or engineer, and surety, and name and date of project.

No _____ Yes _____, If yes, attach details described above.

4.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contracts terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name, address, phone number, and contact person of owner, architect or engineer, and surety, and name and date of project.

No _____ Yes _____, If yes, attach details described above.

5.0 List name of project, owner, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date.

6.0 List name of project, owner, contract amount, date of completion and percent of work with own forces of construction ainting projects of the same general nature as this project which your organization has completed in the past five years.

7.0 Have you personally inspected the site of the proposed work? Describe any anticipated problems with the site and your proposed solutions?

8.0 List name, address and telephone number of a reference for each project listed under Items 5.0 and 6.0, above.

9.0 List name and experience of the principal individuals of your organization.

10.0 List the states in which your organization is legally qualified to do business.

11.0 List name, address and telephone number of an individual who represents each of the following and whom OWNER may contact for a financial reference:

11.1 A surety:

Name _____

Contact _____

Address _____

_____ Phone No. _____

Financial Reference _____

11.2 A bank:

Name _____

Contact _____

Address _____

_____ Phone No. _____

Financial Reference _____

11.3 A major material supplier:

Name _____

Contact _____

Address _____

Phone No. _____

Financial Reference _____

12.0 Dated at _____, this ____ day of _____, 2018.

(Print or Type Name of Bidder)

By: _____

(Seal, if corporation)

------(Affidavit for Individual)-----

_____, being duly sworn, deposes and says that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Partnership)-----

_____, being duly sworn, deposes and says that he/she is a member of the partnership of _____ and that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Corporation)-----

_____, being duly sworn, deposes and says that he/she is _____ of _____, and that all of
(Full name of Corporation)

the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Joint Venture)-----

_____ and _____, being duly sworn, deposes and says that they are members of _____
(Full Name of Joint Venture)

, and that all of the foregoing qualification information is true, complete, and accurate.

------(Acknowledgment)-----

_____, being duly sworn, deposes and says that he/she is
of _____; that he/she is duly authorized to make the foregoing
(Name of Bidder)

affidavit and that he/she makes it on behalf of () himself/herself; () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 2018, in the County of _____
_____, State of _____.

(Notary Public)

My commission expires _____

(Seal)

END OF SECTION

Note to Fiscal Office: If any Real and/or Personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT

**SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID
CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY
AFFIDAVIT**

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES: (This section applies only to those projects that are funded by Federal and State monies)

All bidders on the project shall submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of Compliance is enclosed with this bid response?

_____ Yes _____ No

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this project, the 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 agrees to fully cooperate with the County, 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 County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.
5. 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 County construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six 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 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County 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 County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

_____ Yes _____ No

PLEASE NOTE: The bidder's failure to adopt the Bidder's EEO Covenants, and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.

CERTIFICATE OF COMPLIANCE NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY AFFIDAVIT (CONTRACTOR)

STATE OF _____)

COUNTY OF _____)

SS:

_____ being first duly sworn, deposes and

says that he _____ of _____

the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposal, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 2018.

(seal)

Notary

CERTIFICATE OF COMPLIANCE NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY AFFIDAVIT (SUB CONTRACTOR)

STATE OF _____)
 COUNTY OF _____) SS:

_____ being first duly sworn, deposes and
 says that he _____ of _____

the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposal, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 2018.

(seal)

Notary

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF _____
COUNTY OF _____, SS:

_____, upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

- 1) That he/she is _____ (title), of _____ (name of bidder) and authorized to execute this affidavit; and,
- 2) That _____ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,
- 3) That _____ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D).

Affiant

Sworn to and subscribed in my presence this ___ day of _____, 2018.

Notary Public

My Commission expires: _____

SECTION 00400 - CONTRACT

SECTION 00400 - CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **ENTER CONTRACTOR NAME AND ADDRESS HERE**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

LOWER LITTLE MIAMI WWTP ROOF REPLACEMENTS PROJECT

hereinafter called the project, for the sum of \$**ENTER AMOUNT HERE AND WRITE IT OUT HERE**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

VOLUME I

SECTION 00040 - INVITATION TO BIDDERS

SECTION 00100 - BID PROPOSAL

SECTION 00120 - EXCEPTION SHEET

SECTION 00130 - BIDDER IDENTIFICATION

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

SECTION 00220 - NONCOLLUSION AFFIDAVIT

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

SECTION 00280 - PERFORMANCE BOND

SECTION 00300 - EXPERIENCE STATEMENT

SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL PROPERTY TAX

SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

SECTION 00400 - CONTRACT

SECTION 00500 - WAGE RATE DETERMINATION

SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00730 - TECHNICAL SPECIFICATIONS

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- a. Substantial completion shall be within 90 days from Notice to Proceed.
- b. Final completion, site restoration work complete, and Contract Closeout shall be within 120 days from Notice to Proceed.

Contractor also agrees to pay as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

Tom Grossmann, President

ATTEST:

David G. Young

Name

Shannon Jones

(Seal)

ATTEST:

ENTER CONTRACTOR NAME HERE
(Contractor)

By: _____
Name

Title

Approved as to Form:

Assistant Prosecutor

SECTION 00500 - WAGE RATE DETERMINATION

PART 1 GENERAL

1.01 PREVAILING WAGES

Prevailing wage rates for the State of Ohio apply to this project. Contractors and Subcontractor(s) shall conform to the State of Ohio Department of Labor requirements, guidelines, and laws. Included in this section is a list of the Ohio Prevailing Wage Rates available at the time of publication. It is the responsibility of the Contractor and Subcontractor(s) to verify the wage rates prior to bidding and throughout the project. A complete list of Ohio Prevailing Wage Rates is available at the Ohio Wage and Hour website or from the Ohio Department of Commerce Wage and Hour Bureau.

Prevailing Wage Determination Cover Letter

County: WARREN ▼
Determination Date: 06/28/2018
Expiration Date: 09/28/2018

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

John R. Kasich
Governor

Jacqueline T. Williams
Director



The Ohio Department of Commerce
Division of Industrial Compliance and Labor
Bureau of Labor and Worker Safety
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2223
<http://www.com.ohio.gov>

PREVAILING WAGE PACKET



**Department
of Commerce**

Division of Industrial Compliance

John F. Kasich, Governor
David Goodman, Director

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

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 \$200,000 for new construction or \$60,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

- a) The threshold for new construction will increase to \$250,000 beginning September 29, 2013.
- b) The threshold for reconstruction will increase to \$75,000 beginning September 29, 2013.

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 \$82,137 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$24,609 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, 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. (**Please note, in the absence of a published Price Deflator for Construction Index, the threshold adjustment is calculated using the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record.*)

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:

- o Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- o Intentional misclassification of employees for the purpose of reducing wages.
- o Intentional misclassification of employees as independent contractors or as apprentices.
- o Intentional failure to pay the prevailing wage.
- o 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, Bureau of Wage and Hour Administration.
- o Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

OHIO DEPARTMENT OF COMMERCE
Division of Industrial Compliance
Bureau of Wage and Hour Administration
Chief, Stephen Clegg

6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2239
Fax: 614-728-8639
www.com.ohio.gov

INVESTIGATORS and THEIR ASSIGNED COUNTIES

<p>#48 Dave Horvath PO Box 1512 Lima, Ohio 45802-1512 Voice: (419)302-1200 Fax : (614) 728-8639 Dave.Horvath@com.state.oh.us</p>	<p>Allen *</p>
<p>#30 Mike McKee PO Box 1342 Cambridge, Ohio 43725-2247 Voice: (740) 432-1987 Michael.McKee@com.state.oh.us</p>	<p>Guernsey *</p>
<p>#56 Shawn Miles PO Box 2547 North Canton, Ohio 44720 Voice: (614) 496-9076 Shawn.Miles@com.state.oh.us</p>	<p>Stark *</p>
<p>#37 David Rice PO Box 291843 Kettering, Ohio 45429 Voice: (740) 502-0883, Fax: (614)995-7768 Dave.Rice@com.state.oh.us</p>	<p>Montgomery *</p>
<p>#35 Sean Seibert PO Box 422 Painesville, Ohio 44077-3938 Voice: (614) 557-8662 Fax: (614) 232-9541 Sean.Seibert@com.state.oh.us</p>	<p>Lake *</p>



John R. Kasich
Governor

Jacqueline T. Williams
Director

PREVAILING WAGE GUIDE
FOR
PUBLIC AUTHORITIES

OHIO DEPARTMENT OF COMMERCE
Division of Industrial Compliance
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
TTY/TDD: 1-800-750-0750

The Ohio Department of Commerce is an Equal Opportunity Employer and Service Provider

Public Authority Responsibilities
ORC Chapter 4115: Wages and Hours on Public Works
(Prevailing Wage Coordinator)

1. 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.
 - a) "New" construction has a threshold level of \$250,000.
 - b) "Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" has a threshold level of \$75,000.
 - c) "New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction has a threshold level of \$91,150.
 - d) "Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction has a threshold of \$27,309.
 - i.) Thresholds are to be adjusted biennially by the Director of Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration.
 - ii.) 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.
2. Every contract for public work shall contain a provision that each worker employed by the contractor or subcontractor, or other person about or upon the public work, must be paid the prevailing rate of wages.
3. If contracts are not awarded or construction undertaken within ninety days (90) from the date of the determination of the prevailing wage there shall be a re-determination of the wage rates before the contract is awarded.
4. Within seven (7) working days after the receipt of notification of a change in the prevailing wage rates, the public authority shall notify all affected contractors and subcontractors. If it is determined that a contractor or subcontractor has violated sections 4115.03 to 4115.16 of the Ohio Revised Code because they were not notified as required, **the public authority is liable** for any back wages, fines, damages, court costs and attorney's fees for the period of time covering the receipt of wage changes, until they give the required notice.
5. No public authority shall award a contract for a public improvement to any contractor or subcontractor whose name appears on the list of debarred contractors. This list is filed with the Secretary of State by the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration **The filing of the notice of conviction with the secretary of state constitutes notice to all public authorities.** These contractors are prohibited from working on public improvements for periods ranging from one to three years. The list of debarred contractors can be located on the website www.com.ohio.gov/laws
6. A public authority must designate and appoint **one of its own employees** to serve as the Prevailing Wage Coordinator during the life of the contract for constructing the public improvement. A Prevailing Wage Coordinator must be appointed no later than ten days before the first payment of wages by contractors to employees working on the public improvement.

REQUEST FOR STATE OF OHIO PREVAILING WAGE RATES

Date		(Mark (X) One) ~ Residential ~ Construction	
Project Information (only one project and one county per request form please)			
County of Project	Project Name	This form MUST be filled out COMPETELY & CORRECTLY for us to process your request. Forms not completed correctly will be RETURNED TO THE SENDER .	
Site Address	City		
Owner/Public Authority			
Address		Telephone Number	ODOC-DIC-WAGE & HOUR DATE STAMP
City	Zip Code		
PW Coordinator	Telephone Number		
Issuing Authority of Bonds	Type of Financing		
Estimated Total Overall Project Cost			
~ New Construction ~ "Old" Construction *		PLEASE MAIL THIS REQUEST TO: Ohio Department of Commerce Division of Industrial Compliance Bureau of Wage & Hour Administration 6606 Tussing Road, PO Box 4009 Reynoldsburg, Ohio 43068-9009	
A copy of this form will be returned to you with your wage rates. You must send that copy to us with your bid tabulations once the contract has been awarded.		PHONE: (614) 644-2239 FAX: (614) 728-8639	
Expected Date of Contract Award			
Projected Completion Date			
Send Wage Rates to: (contractors are charged \$5.00 per county)		ODOC-DIC-W&H DATE STAMP (bid tab)	
~ Mail ~ Pick Up			
~ Federal Express Account Number			
Name	Company or Public Authority		
Address			
City	Zip	Telephone Number	
* "Old" construction is reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.			

INDUSTRIAL DEVELOPMENT BONDS

Bond Projects require the Public Authority to keep the following information on file			
1. Type of Bonds issued:	Amount:		
2. The total cost of the Project:			
3. The other type of financing involved in the project:			
4. Portion of the project being constructed with each type of financing:			
5. Are Prevailing Wage Rates being applied to all construction on the project: ~ Yes ~ No			
6. The name of the political subdivision who issued the bonds:			
7. When were the bonds issued:			
8. For what purpose were the bonds issued:			
9. Who handles the funds once the bonds are sold:			
10. Who is the lending institution that purchased the bonds:			
11. How are the funds to be paid out:			
12. When are the funds to be paid out:			
13. Who is the Bond Council:			
14. Who has been appointed as the Prevailing Coordinator:			
PWC Address:			
City:	OHIO	Zip:	Telephone #:
15. Obtain a copy of the inducement and other official documents for the issuance of the bonds.			

Prevailing Wage Coordinator Guidelines

For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

- A. Attend any pre-bid and/or pre-construction meetings.
 - 1. To explain the prevailing wage rate requirements.
 - 2. To explain the contractor's responsibilities.
- B. Set up and maintain files containing all contractors' and subcontractors' payroll reports, affidavits, and related documents. These files must be available for public inspection.
- C. Obtain from each contractor a list of their subcontractors' names, addresses, telephone numbers, and email addresses.
- D. Require each contractor and subcontractor to provide their project dates. This will be used to make a time schedule for receiving their certified payrolls.
- E. Obtain from each contractor, the name and address of their Bonding\Surety Company.
- F. Obtain from out-of-state corporations, the name and address of their Statutory Agent. (This agent must be located in the State of Ohio and registered with the Ohio Secretary of State.)
 - 1. Records made in connection with the public improvement must not be removed from the State of Ohio for the period of one year following the completion of the project.
- G. Supply contractors with any changes in the Prevailing Wage Rates.
- H. Within two weeks after the first pay, obtain a certified payroll report from each contractor. A certified report is one that is sworn to and signed by the contractor.
 - 1. If the job will exceed four months, all reports after the initial report can be filed once per month. (The initial report must be filed within two weeks.)
 - 2. If the job will last less than four months, all reports are to be filed weekly after the initial report.
- I. Establish and follow procedures to monitor compliance by contractors and subcontractors.
 - 1. Visit project to verify posting requirements and job classifications.
 - 2. Review certified payroll reports to ensure they are submitted in a timely fashion and complete with the following information for each employee:
 - a) Name, current address, and their social security number or last 4 when permitted
 - b) Classification (must be specific for laborers and operators, including level)
 - c) Hours worked on the project
 - d) Hourly rate
 - e) Fringe benefits, if applicable
 - f) Total hours worked for the week (all jobs)
 - g) Gross wages, all deductions, net pay
 - 3. Compare rates and fringes reported to rates in prevailing wage schedule.
- J. Upon completion of the project and prior to the final payment, require an affidavit of compliance from each contractor and subcontractor. **No public authority shall make final payment to any contractor or subcontractor unless the final affidavits have been filed by the respective contractor and subcontractor. (O.R.C. section 4115.07)**
- K. Report any non-compliance to Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage & Hour Administration. The PW complaint form and instructions can be obtained on the website www.com.ohio.gov.

EMPLOYEE VS. INDEPENDENT CONTRACTOR

EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Does the employer have the right to control and direct worker?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Does the worker receive instructions about how and where the work is to be done instead of the employer merely specifying the desired result?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Is payment based on time spent rather than a set price for the work to be performed?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Does the worker devote virtually all his working time to the employer rather than offering services to the general public?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Does the worker performing services make their services available to the general public and/or other businesses?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Is there a continuing relationship between employer and worker?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Can the worker be discharged at will?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Did the employer train the worker for the job?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Does the employer have employees performing the same work as the independent contractor?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR

EMPLOYEE VS. INDEPENDENT CONTRACTOR-continued

EMPLOYEE	↔	<input type="checkbox"/> YES	Does the worker perform services personally rather than delegating them to others?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> YES	Does the employer set a specific time when the individual services are to be performed?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> YES	Does the employer furnish the tools and materials used by the worker performing services?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> YES	Is the employer assuming all the financial risk, rather than the worker making a significant financial investment in the job and having the opportunity to realize a profit or loss from the work?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> NO	Does the individual performing the services publicly advertise these services in for example, the newspaper or yellow pages?	<input type="checkbox"/> YES	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> NO	Does the individual performing the services have a business license?	<input type="checkbox"/> YES	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> NO	Does the individual performing the services operate d.b.a. or under a tradename?	<input type="checkbox"/> YES	↔	INDEPENDENT CONTRACTOR

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

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 \$88,495 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$26,514 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 Construction Cost Index for Commercial Construction published by McGraw Hill's Engineering News Record.

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

(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.

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

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. The use of this form is not mandatory; employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, P.O. Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2239
www.com.ohio.gov

Certified Payroll Heading:

Employer name and address: Company's full name and address... Indicate if the company is a subcontractor.

Subcontractor: Check and list the name of the General Contractor or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority... (Owner of the project);

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.

Payroll Information by column:

- Employee Name, Address and Social Security number:** This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. 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.
- Work Class:** List classification of work actually performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. 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 or by "Group".
- Hours Worked, Day & Date:** In the first row of column 3, enter days of the company's pay period for 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.
- Project Total Hours :** Total the hours entered for pay period.
- 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.
- Project Gross:** Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.
- 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. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.
- Total Hours All Jobs:** Total all hours worked during the pay period including non-prevailing wage jobs.
- Total Gross All Jobs:** Gross amount earned in the pay period for all hours worked.
- Self explanatory.
- Self explanatory.

DO NOT REDO FORM AND CHANGE RATES IF AN ERROR HAS BEEN MADE! SUBMIT A CORRECTED REPORT:

****CORRECTED****

CORRECTED FORMS CAN BE HANDWRITTEN

CERTIFIED PAYROLL REPORT

Name of General / Prime Contractor		Project Name & Location		Contracting from xx to xx		Project Number				
Name of General / Prime Contractor		Project Name & Location		Contracting from xx to xx		Project Number				
Name of General / Prime Contractor		Project Name & Location		Contracting from xx to xx		Project Number				
1. Date & Address all out all other areas of the form as indicated on the back	2. Week Ending	3. Hours Worked - Day & Date	4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes: Cash, Approved Plans, Cash & Approved Plans	8. Total Hours All Jobs	9. Total Gross All Jobs	10. Total Gross All Jobs	11. LP NET (Excludes Paid)
1. Date & Address all out all other areas of the form as indicated on the back	2. Week Ending	3. Hours Worked - Day & Date	4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes: Cash, Approved Plans, Cash & Approved Plans	8. Total Hours All Jobs	9. Total Gross All Jobs	10. Total Gross All Jobs	11. LP NET (Excludes Paid)
1. Date & Address all out all other areas of the form as indicated on the back	2. Week Ending	3. Hours Worked - Day & Date	4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes: Cash, Approved Plans, Cash & Approved Plans	8. Total Hours All Jobs	9. Total Gross All Jobs	10. Total Gross All Jobs	11. LP NET (Excludes Paid)

Put the period that is being corrected, i.e.: Oct 26 to Dec 19, not individual weekly dates.

The net paid will be the total of difference paid and the total hours being corrected. Provide Check # in margin.

Difference in fringes & corrected fringes if applicable.

Fill in

Date My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That 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. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title Complete

Signature Sign

Send cover letter stating what happened, with a signed letter from the employee acknowledging that they were underpaid, received payment, check or transaction number.

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2018fbLoc18hevhwyl

Craft : Operating Engineer Effective Date : 07/05/2018 Last Posted : 07/05/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	\$35.89	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.04	\$68.98	
Class 2	\$35.77	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.92	\$68.80	
Class 3	\$34.73	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.88	\$67.24	
Class 4	\$33.55	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.70	\$65.47	
Class 5	\$28.09	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.24	\$57.28	
Class 6	\$36.14	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.29	\$69.36	
Apprentice												
	Percent											
1st Year	50.00	\$17.94	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.10	\$42.07
2nd Year	60.00	\$21.53	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$36.68	\$47.45
3rd Year	70.00	\$25.12	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.27	\$52.83
4th Year	80.00	\$28.71	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.86	\$58.22
Field Mech Trainee Class 2												
1st year	49.85	\$17.89	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.04	\$41.99
2nd year	59.78	\$21.46	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$36.61	\$47.33
3rd year	69.77	\$25.04	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.19	\$52.71
4th year	79.73	\$28.62	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.77	\$58.07

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Rollers, asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotator (lime-soil Stabilizer), Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

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

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters; Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (plus \$3.00), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

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

CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

Special Jurisdictional Note :

Details :

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

Class 1 - Barrier Moving Machine; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types) 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 (with two or more drums in use); Hydraulic Gantry (lift system); Laser Finishing Machines; 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; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all) used on caissons for foundations and sub-structure work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Tug Boats. Horizontal Directional Drill, Rough Terrain Fork-lift with Winch/Hoist, Laser Screed, and Like equipment; Compact Cranes, track or rubber over 4,000 pound capacity, self-erecting cranes: stationary, track or truck (all configurations) bucket trench machines (over 24 " wide).

Class 2 - Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs. Bulldozers; CMI type Equipment; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Vermeer Type Concrete Saw; All rotomills, grinders & planers of all types. Articulating/end dumps (minus \$4.00/hour from Class 2 rate)

Class 3 - A Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or skid steer loader with or without attachments; Boilers (15 lbs pressure and over); All

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

Change # : LCN01-2018fbLocalHevHwy3

Craft : Laborer Group 1 Effective Date : 05/01/2018 Last Posted : 04/11/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)		
Classification											
Laborer Group 1	\$30.62	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.67	\$56.98
Group 2	\$30.79	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.84	\$57.24
Group 3	\$31.12	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.17	\$57.73
Group 4	\$31.57	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.62	\$58.41
Watch Person	\$23.35	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$34.40	\$46.08
Apprentice	Percent										
0-1000 hrs	60.00	\$18.37	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.10	\$0.00	\$29.42	\$38.61
1001-2000 hrs	70.00	\$21.43	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.10	\$0.00	\$32.48	\$43.20
2001-3000 hrs	80.00	\$24.50	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.10	\$0.00	\$35.55	\$47.79
3001-4000 hrs	90.00	\$27.56	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.10	\$0.00	\$38.61	\$52.39
More than 4000 hrs	100.00	\$30.62	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.10	\$0.00	\$41.67	\$56.98

Special Calculation Note : Watchmen have 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) :
 ADAMS, ALLEN, ASHLAND, ATHENS,
 AUGLAIZE, BELMONT, BROWN, BUTLER,
 CARROLL, CHAMPAIGN, CLARK,
 CLERMONT, CLINTON, COLUMBIANA,
 COSHOCTON, CRAWFORD, DARKE,

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

Group 3

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

Group 4

Miner, Welder, Gunite Nozzle Person

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

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

1 Journeyman to 1 Apprentice
3 Journeyman to 1 Apprentice

Special Jurisdictional Note :**Details :**

Note:

Group 1: Building & Common Laborer; All general laborers work including all forms of landscaping, Rough Rider - all pump's 4 inch or smaller, Small Pump Portable Generators-Bobcat to Cleanup, Firewatch and Monitor, (Safety Person)

Group 2: Asphalt Raker, Tamper, Smoother, Hand Air Pump, Hand air Tamper, Chisel, Power Tamper, Operator, Switch, Assemblies, Handling & Laying Precast Concrete Floors & Deck Tool Repairman.

Group 3: Concrete Specialist; Skid Steers (with attachments to perform Laborer's duties) Jack Hammer * Concrete Busterman, Barco Tamper Man, Power Georgia Buggy Man, Power Sweeper Man, Vibrator, Concrete Saw Man, Rail Spikers, Acetylene Burner, Pipelayers, Bos'n Cradleman, Bottom Man, Chipping Hammer Grade Checker, Radio Operator, Form Cleanout & blowout Man, Red Concrete Coloring Man (Electrical Safety)

Group 4: Mason Tender, Mortar Mixers & Scaffold Builders

Group 5: Fork Lift for Mason, all work involving Refractory Materials Including Demolition of Refractory Materials.

Asbestos Removal and Hazardous Waste Removal (handling, control, removal abatement, encapsulation or disposal of asbestos & hazardous waste),

Group 6: Gunnite Man, Sand Blaster, Concrete & Grout Pump & Hose Man, Blast Trac, Miners & Muckers, Free Air, Powderman or Blaster, Mortar or Gypsum Machineman, Welder, Scuba Diver.

Group 7: Watchman & Tool Checker/Toolroom Man

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.

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit A District II

Change # : LCN01-2017fbCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2018 Last Posted : 04/11/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Cement Mason	\$28.86	\$7.65	\$6.50	\$0.65	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$45.91	\$60.34
Apprentice	Percent										
1st Year	60.00	\$17.32	\$7.65	\$6.50	\$0.65	\$0.00	\$2.25	\$0.00	\$0.00	\$34.37	\$43.02
2nd Year	75.00	\$21.64	\$7.65	\$6.50	\$0.65	\$0.00	\$2.25	\$0.00	\$0.00	\$38.70	\$49.52
3rd Year	90.00	\$25.97	\$7.65	\$6.50	\$0.65	\$0.00	\$2.25	\$0.00	\$0.00	\$43.02	\$56.01

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :
 BROWN, BUTLER, CLERMONT,
 COLUMBIANA, DEFIANCE, ERIE,
 HAMILTON, HIGHLAND, HURON, LORAIN,
 MAHONING, MEDINA, OTTAWA,
 PAULDING, PORTAGE, SANDUSKY,
 SENECA, STARK, SUMMIT, TRUMBULL,
 WARREN, WILLIAMS

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

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit B District II

Change # : LCN01-2018fbCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2018 Last Posted : 04/11/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$29.73		\$7.65	\$6.50	\$0.65	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$46.78	\$61.64
Apprentice	Percent											
1st Year	60.00	\$17.84	\$7.65	\$6.50	\$0.65	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$34.89	\$43.81
2nd Year	75.00	\$22.30	\$7.65	\$6.50	\$0.65	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$39.35	\$50.50
3rd Year	90.00	\$26.76	\$7.65	\$6.50	\$0.65	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$43.81	\$57.19

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT,
COLUMBIANA, DEFIANCE, ERIE,
HAMILTON, HIGHLAND, HURON, LORAIN,
MAHONING, MEDINA, OTTAWA,
PAULDING, PORTAGE, SANDUSKY,
SENECA, STARK, SUMMIT, TRUMBULL,
WARREN, WILLIAMS

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: Ironworker Local 44

Change # : LCN01-2017fbLoc372

Craft : Ironworker Effective Date : 07/13/2017 Last Posted : 07/13/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Ironworker Reinforced Concrete	\$27.60	\$7.60	\$9.50	\$0.74	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$48.44	\$62.24
Apprentice	Percent										
1ST	55.00	\$15.18	\$7.60	\$9.50	\$0.74	\$0.00	\$0.75	\$0.00	\$0.00	\$33.77	\$41.36
1ST	60.00	\$16.56	\$7.60	\$9.50	\$0.74	\$0.00	\$0.75	\$0.00	\$0.00	\$35.15	\$43.43
1ST	65.00	\$17.94	\$7.60	\$9.50	\$0.74	\$0.00	\$0.75	\$0.00	\$0.00	\$36.53	\$45.50
2ND	70.00	\$19.32	\$7.60	\$9.50	\$0.74	\$0.00	\$0.75	\$0.00	\$0.00	\$37.91	\$47.57
2ND	75.00	\$20.70	\$7.60	\$9.50	\$0.74	\$0.00	\$0.75	\$0.00	\$0.00	\$39.29	\$49.64
3RD	80.00	\$22.08	\$7.60	\$9.50	\$0.74	\$0.00	\$1.50	\$0.00	\$0.00	\$41.42	\$52.46
3RD	85.00	\$23.46	\$7.60	\$9.50	\$0.74	\$0.00	\$1.50	\$0.00	\$0.00	\$42.80	\$54.53
4TH	90.00	\$24.84	\$7.60	\$9.50	\$0.74	\$0.00	\$2.25	\$0.00	\$0.00	\$44.93	\$57.35
4TH	95.00	\$26.22	\$7.60	\$9.50	\$0.74	\$0.00	\$2.25	\$0.00	\$0.00	\$46.31	\$59.42

Special Calculation Note : Health & Welfare and Pension are paid on hours worked.
Annuity is paid on hours paid.

Ratio :

- 3 Journeymen to 1 Apprentice
- 6 Journeymen to 2 Apprentice
- 9 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS*, BROWN, BUTLER*, CLERMONT, CLINTON, HAMILTON, HIGHLAND*, WARREN*

Special Jurisdictional Note : Adams County -Townships include: Bratton, Scott, Wayne, Winchester. Butler County: Townships include: Oxford,Liberty, Ross, Saint Clair, Fairfield, Morgan, Union, Reily, Hanover, West Chester. Highland County Townships include: Dotson, Salem, Clay, White Oak, Hamer, New Market, Concord, Jackson, Washington. Warren

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 290

Change # : LCN01-2018fbLoc290

Craft : Ironworker Effective Date : 06/13/2018 Last Posted : 06/13/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Ironworker Structural	\$28.25	\$8.10	\$9.50	\$0.65	\$0.00	\$3.88	\$0.02	\$0.00	\$0.00	\$50.40	\$64.52
Welder	\$28.25	\$8.10	\$9.50	\$0.65	\$0.00	\$3.88	\$0.02	\$0.00	\$0.00	\$50.40	\$64.52
Fence Erector	\$28.25	\$8.10	\$9.50	\$0.65	\$0.00	\$3.88	\$0.02	\$0.00	\$0.00	\$50.40	\$64.52
Reinforcing Rods	\$28.25	\$8.10	\$9.50	\$0.65	\$0.00	\$3.88	\$0.02	\$0.00	\$0.00	\$50.40	\$64.52
Machinery Mover	\$28.25	\$8.10	\$9.50	\$0.65	\$0.00	\$3.88	\$0.02	\$0.00	\$0.00	\$50.40	\$64.52
Sheeter	\$28.25	\$8.10	\$9.50	\$0.65	\$0.00	\$3.88	\$0.02	\$0.00	\$0.00	\$50.40	\$64.52
Metal Building Erector	\$28.25	\$8.10	\$9.50	\$0.65	\$0.00	\$3.88	\$0.02	\$0.00	\$0.00	\$50.40	\$64.52
Rigger & Erector	\$28.25	\$8.10	\$9.50	\$0.65	\$0.00	\$3.88	\$0.02	\$0.00	\$0.00	\$50.40	\$64.52
Apprentice	Percent										
1st year	65.27	\$18.44	\$8.10	\$9.50	\$0.65	\$0.00	\$2.38	\$0.02	\$0.00	\$39.09	\$48.31
2nd year	75.25	\$21.26	\$8.10	\$9.50	\$0.65	\$0.00	\$2.38	\$0.02	\$0.00	\$41.91	\$52.54
3rd year	85.27	\$24.09	\$8.10	\$9.50	\$0.65	\$0.00	\$2.38	\$0.02	\$0.00	\$44.74	\$56.78
4th year	95.25	\$26.91	\$8.10	\$9.50	\$0.65	\$0.00	\$2.38	\$0.02	\$0.00	\$47.56	\$61.01

Special Calculation Note : Other is for Industry Fund.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ALLEN*, AUGLAIZE, BUTLER*,
CHAMPAIGN*, CLARK, CLINTON, DARKE,
FAYETTE*, GREENE, HARDIN*,
HIGHLAND*, LOGAN*, MADISON*,

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright Local 1090 Cincinnati I

Change # : LCN01-2017fbLoc1066

Craft : Carpenter Effective Date : 09/14/2017 Last Posted : 09/14/2017

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)		
Classification											
Carpenter Millwright	\$30.18	\$7.07	\$6.95	\$0.44	\$0.00	\$5.71	\$0.25	\$0.00	\$0.00	\$50.60	\$65.69
Apprentice	Percent										
1st 6 months	60.00	\$18.11	\$7.07	\$4.27	\$0.44	\$3.43	\$0.25	\$0.00	\$0.00	\$33.57	\$42.62
2nd 6 months	65.00	\$19.62	\$7.07	\$4.61	\$0.44	\$3.71	\$0.25	\$0.00	\$0.00	\$35.70	\$45.51
3rd 6 months	70.00	\$21.13	\$7.07	\$4.94	\$0.44	\$4.00	\$0.25	\$0.00	\$0.00	\$37.83	\$48.39
4th 6 months	75.00	\$22.63	\$7.07	\$5.28	\$0.44	\$4.29	\$0.25	\$0.00	\$0.00	\$39.96	\$51.28
5th 6 months	80.00	\$24.14	\$7.07	\$5.61	\$0.44	\$4.57	\$0.25	\$0.00	\$0.00	\$42.08	\$54.16
6th 6 months	85.00	\$25.65	\$7.07	\$5.95	\$0.44	\$4.85	\$0.25	\$0.00	\$0.00	\$44.21	\$57.04
7th 6 months	90.03	\$27.17	\$7.07	\$6.28	\$0.44	\$5.14	\$0.25	\$0.00	\$0.00	\$46.35	\$59.94
8th 6 months	95.00	\$28.67	\$7.07	\$6.62	\$0.44	\$5.42	\$0.25	\$0.00	\$0.00	\$48.47	\$62.81

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time. Other (\$.30) \$0.10 National Fund, \$0.10 Industry Fund, \$0.05 for Drug Safety Program and \$0.05 for National Millwright Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON, WARREN

Special Jurisdictional Note :

Details :

1 Journeyman to 1 Apprentice
3 Journeyman to 1 Apprentice
5 Journeyman to 1 Apprentice

Special Jurisdictional Note :

Details :

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

Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling, and reloading all equipment that is used for pile driving including pile butts. pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The diver 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.

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 the 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.

MONTGOMERY, PREBLE, SHELBY,
WARREN

Special Jurisdictional Note :

Details :

Scope of work shall include, but not be limited to: receiving,unloading,handling,distribution and installation of all carpeting materials,carpet padding or matting materials and all resilient materials whether for use on walls, floors,counter, sink,table and all preparation work necessary in connection therewith, including sanding work, the installation of nonstructural under-layment and the work of removing, cleaning waxing of any of the above. Carpeting shall include any floor covering composed of either natural or synthetic fibers that are made in breadths to be sewed, fastened or directly glued to floors or over cushioning sound-proofing materials.Resilient Floors shall consist of and include the laying of all special designs of wood,wood block, wood composition, cork, linoleum, asphalt, mastic, plastic, rubber tile,whether nailed or glued.

1 Journeymen to 1 Apprentice

BROWN, BUTLER, CHAMPAIGN, CLARK,
CLERMONT, CLINTON, DARKE, GREENE,
HAMILTON, LOGAN, MIAMI,
MONTGOMERY, PREBLE, SHELBY,
WARREN

An employer shall have the right to employ one (1) Apprentice for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and 1 (1) Apprentice for two (2) Journeyman Carpenter for additional Apprentices employed.

Thereafter, every third additional carpenter hired shall be an apprentice, if available, and if practical for the type of work being performed.

Special Jurisdictional Note :

Details :

Highway Construction, Airport Construction, Heavy Construction but not limited to: (tunnels,subways,drainage projects,flood control,reservoirs). Railroad Construction,Sewer Waterworks & Utility Construction but not limited to: (storm sewers, waterlines, gaslines). Industrial & Building Site, Power Plant, Amusement Park, Athletic Stadium Site, Sewer and Water Plants. When the Contractor furnishes the necessary underwater gear for the Diver, the Diver shall be paid one and one half (1&1/2) times the journeyman rate for the time spent in the water.

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

Details :

All work in connection with Asbestos Removal, Abatement, Encapsulation, Lead Abatement, Hazardous Materials and Fire Stopping which is performed by employees in the Mechanic or Apprentice Classification shall be covered under the terms of this Agreement.

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 207 OH

Change # : LCN01-2017fbLoc207OH

Craft : Asbestos Worker Effective Date : 10/04/2017 Last Posted : 10/04/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Abatement	\$25.00	\$7.00	\$6.05	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$38.77	\$51.27
Trainee	\$16.30	\$7.00	\$1.40	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$25.42	\$33.57

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

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 # : LCON1-2017fbBldgHevHwy

Craft : Truck Driver Effective Date : 07/05/2017 Last Posted : 07/05/2017

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor - Asphalt Distributor-Tandems	\$26.49		\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.99	\$54.24
Apprentice	Percent											
First 6 months	80.00	\$21.19	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.69	\$46.29
7-12 months	85.00	\$22.52	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.02	\$48.27
13-18 months	90.00	\$23.84	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.34	\$50.26
19-24 months	95.00	\$25.17	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.67	\$52.25
25-30 months	100.00	\$26.49	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.99	\$54.24

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

Ratio :

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 # : CN1-2017-fbBldgHevHwy

Craft : Truck Driver Effective Date : 07/05/2017 Last Posted : 07/05/2017

Classification	BHR	Fringe Benefit Payments					Irrevocable Fund	Total PWR	Overtime Rate	
		H&W Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Truck Driver CLASS 2	\$26.91	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$41.41	\$54.87
Tractor										
Trailer-Semi Tractor										
Trucks-Pole Trailers-Ready Mix										
Trucks-Fuel Trucks-Asphalt-Oil										
Spray bar men- 5 Axle & Over -Belly Dumps-End Dumps-Articulated Dump Trucks-Low boys-Heavy duty Equipment (irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)										

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 11

Change # : LCN01-2018fbLoc11

Craft : Elevator Effective Date : 03/07/2018 Last Posted : 03/07/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Elevator Mechanic	\$44.31		\$15.43	\$9.71	\$0.61	\$3.54	\$6.90	\$1.42	\$0.00	\$0.00	\$81.92	\$104.08
Probationary Apprentice	50.00	\$22.16	\$0.00	\$0.00	\$0.00	\$1.33	\$0.00	\$0.71	\$0.00	\$0.00	\$24.19	\$35.27
1st year	55.00	\$24.37	\$15.43	\$9.71	\$0.61	\$1.46	\$6.90	\$0.78	\$0.00	\$0.00	\$59.26	\$71.45
2nd year	65.00	\$28.80	\$15.43	\$9.71	\$0.61	\$1.73	\$6.90	\$0.92	\$0.00	\$0.00	\$64.10	\$78.50
3rd year	70.00	\$31.02	\$15.43	\$9.71	\$0.61	\$1.86	\$6.90	\$0.99	\$0.00	\$0.00	\$66.52	\$82.03
4th year	80.00	\$35.45	\$15.43	\$9.71	\$0.61	\$2.13	\$6.90	\$1.13	\$0.00	\$0.00	\$71.36	\$89.08
Helper	70.00	\$31.02	\$15.43	\$9.71	\$0.00	\$1.86	\$6.90	\$0.99	\$0.00	\$0.00	\$65.91	\$81.42
Assistant Mechanic	80.00	\$35.45	\$15.43	\$9.71	\$0.61	\$2.13	\$6.90	\$1.13	\$0.00	\$0.00	\$71.36	\$89.08

Special Calculation Note : Other is Holiday Pay. Vacation calculated at 6%.

Ratio :

The total number of Helpers & Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where (2) teams or more are working, (1) extra Helper or Apprentice may be employed for the first (2) teams and an extra Helper or Apprentice for each additional (3) teams.

- 1 Journeymen to 1 Apprentice
- 2 Journeymen to 5 Apprentice
- 3 Journeymen to 6 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, HIGHLAND, MIAMI, MONTGOMERY, PREBLE, SCIOTO, SHELBY, WARREN

Prevailing Wage Rate Skilled Crafts

Name of Union: Glazier Local 387

Change # : LCN01-2018fbLoc387

Craft : Glazier Effective Date : 02/28/2018 Last Posted : 02/28/2018

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Glazier	\$26.10	\$5.35	\$8.55	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.25	\$53.30
Apprentice	Percent										
1st 6 months	50.00	\$13.05	\$5.35	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$18.65	\$25.18
2nd 6 months	60.00	\$15.66	\$5.35	\$4.64	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$33.73
3rd 6 months	65.00	\$16.96	\$5.35	\$5.16	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$27.72	\$36.21
4th 6 months	70.00	\$18.27	\$5.35	\$5.30	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$29.17	\$38.31
5th 6 months	75.00	\$19.58	\$5.35	\$5.88	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$31.06	\$40.84
6th 6 months	80.00	\$20.88	\$5.35	\$6.02	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$32.50	\$42.94
7th 6 months	85.00	\$22.19	\$5.35	\$6.54	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$34.33	\$45.42
8th 6 months	90.00	\$23.49	\$5.35	\$7.13	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$36.22	\$47.97

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

Ratio :

Each employer may employ and train Apprentices in the following ratio to journey workers employed: 1 apprentice per 1 journey worker.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, FAYETTE*, GREENE, HAMILTON,

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 42

Change # : LCR01-2017fbLoc42

Craft : Roofer Effective Date : 04/19/2017 Last Posted : 04/19/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Roofer	\$27.11	\$7.87	\$6.20	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.43	\$54.99
Tradesmen	\$18.98	\$7.87	\$4.34	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.44	\$40.93
Apprentice	Percent										
1st period	50.00	\$13.56	\$7.87	\$3.10	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$24.78	\$31.55
2nd period	55.00	\$14.91	\$7.87	\$3.41	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$26.44	\$33.90
3rd period	60.00	\$16.27	\$7.87	\$3.72	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$28.11	\$36.24
4th period	65.00	\$17.62	\$7.87	\$4.03	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$29.77	\$38.58
5th period	70.00	\$18.98	\$7.87	\$4.34	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$31.44	\$40.93
6th period	75.00	\$20.33	\$7.87	\$4.65	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$33.10	\$43.27

Special Calculation Note : Journeymen shall receive \$1.00 per hour above journeyman rate for work with pitch material.

Ratio :

Employer may employ 1 apprentice for every 2 journeymen in his employment.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN

Special Jurisdictional Note :

Details :

Any Tradesman Worker completing 2,000 hours in (2) years may move to Journeyman status by utilizing the Training Yard to improve their skills. Tradesman Workers will be tested at these yards to determine their competency for Journeyman status. Tradesman Workers must schedule and successfully complete the industry test battery in order to gain journeyman status.

Special Jurisdictional Note :

Details :

Apprentice and Shop Hand Pension are \$1.00 less than Journeyman.

Helpers shall be permitted to work on ONLY , Exterior Sewers, Concrete, Vitrified Clay or PVC Pipe and Digging and Backfilling for Piping Work. The ratio shall not exceed 2 helpers to 1 Journeymen when performing the scope of work listed above

CLASS 10	90.00	\$34.00	\$9.67	\$6.40	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$51.49	\$68.49
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Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

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.

Details :

7th 6 months												
8th 6 months	95.00	\$26.70	\$8.25	\$5.19	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.66	\$54.02
MASON FINISHER 1st 180 Days	45.00	\$12.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.65	\$18.97
1st Year H&W after 6 months	45.00	\$12.65	\$8.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.90	\$27.22
2nd Year	50.00	\$14.06	\$8.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.30	\$29.33

Special Calculation Note : **In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.

Ratio :

- 1-2 Journeyman to 1 Apprentice
- 3-4 Journeyman to 2 Apprentice
- 5-6 Journeyman to 2 Apprentice
- 7-10 Journeyman to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE*, WARREN

- 1 Apprentice permits 1 Mason Trainee
- 2 Apprentice permits 1 Mason Trainee
- 3 Apprenticepermits 2 Mason Trainees
- 4 Apprentice permits 2 Mason Trainees

For each additional 5 Journeyman to 1 Apprentice, for every 3 additional Apprentices, 1 Mason Finisher may be added

Special Jurisdictional Note : In Preble County the following townships are included: (Dixon, Gasper, Graits, Israel, Lanier and Somers)

Details :

MASON FINISHER:duties shall be to work in all aspects of Masonry construction taking direction from the employer and the Journeyman Bricklayer & Stone Mason's working on the job. Mason Finisher's may work on job site only when a registered apprentice is on job and the ratios in table above will strictly be enforced.

Refractory work is classified as working with any of the following materials: Acid brick, carbon black brick or carbon black block, firebrick grinding, plastics (with a gun) and any resinous cement.

Fifty cents (\$0.50) per hour above scale shall be paid to employees working on free standing industrial or institutional chimneys which are completely detached from any building structure.

8th/6 months 1801-2400 hrs.												

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 Journeyman to 1 Apprentice
- 5 Journeymen to 1 Apprentice
- 10 Journeymen to 2 Apprentices
- 15 Journeymen to 3 Apprentices
- 20 Journeymen to 4 Apprentices
- 25 Journeymen to 5 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

- ADAMS, BROWN, BUTLER, CLERMONT,
- GALLIA, HAMILTON, LAWRENCE,
- PREBLE*, SCIOTO, WARREN

Special Jurisdictional Note : In Preble County the Townships of Dixon, Israel, Gasper, Lanier, Somers and Gratis.

Details :

In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.

the page. ****In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.****

Ratio :

- 1 Journeyman to 1 Apprentice
- 5 Journeymen to 1 Apprentice
- 10 Journeymen to 2 Apprentices
- 15 Journeymen to 3 Apprentices
- 20 Journeymen to 4 Apprentices
- 25 Journeymen to 5 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER, CLERMONT, GALLIA, HAMILTON, LAWRENCE, PREBLE*, SCIOTO, WARREN, WARREN*

Special Jurisdictional Note : Warren in the townships of Dixon, Gasper, Irsel, Somers & Gratis in Preble County

Details :

JACKSON, LAWRENCE, LICKING,
MADISON, MEIGS, MIAMI, MONTGOMERY,
MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, PREBLE, ROSS, SCIOTO,
VINTON, WARREN

Special Jurisdictional Note :

Details :

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

Ratio :

5 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BUTLER, COLUMBIANA, FAYETTE,
JEFFERSON, LAWRENCE, MERCER,
WARREN, WASHINGTON

Special Jurisdictional Note :

Details :

Work includes but not limited to: boiler making, acetylene burning, riveting, chipping, caulking, rigging, fitting-up, grinding, reaming, impact machine operating, unloading, and handling of boilermaker's material and equipment. Boilermakers, Blacksmiths, Forgers, Iron Shipbuilders

methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Special Jurisdictional Note :**Details :**

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

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 mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

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

Tech Sign Fabrication/ Erector Class B	\$15.90	\$1.33	\$0.14	\$0.00	\$0.31	\$0.00	\$0.43	\$0.00	\$0.00	\$18.11	\$26.06
Tech Sign Fabrication/ Erector Class C	\$15.90	\$1.33	\$0.14	\$0.00	\$0.61	\$0.00	\$0.43	\$0.00	\$0.00	\$18.41	\$26.36
Tech Sign Fabrication/ Erector Class D	\$15.90	\$1.33	\$0.14	\$0.00	\$0.92	\$0.00	\$0.43	\$0.00	\$0.00	\$18.72	\$26.67

Special Calculation Note : Other is for paid holidays.

Ratio :

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

Special Jurisdictional Note :

Details :

Class A: less that 1 year.
 Class B: 1-3 years.
 Class C; 3-10 years.
 Class D: More than 10 years.

HIGHLAND, HOCKING, HOLMES, JACKSON,
JEFFERSON, KNOX, LAKE, LAWRENCE,
LICKING, LOGAN, LORAIN, MADISON,
MAHONING, MARION, MEDINA, MEIGS,
MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, PERRY, PICKAWAY,
PIKE, PORTAGE, PREBLE, RICHLAND, ROSS,
SCIOTO, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION,
VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

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

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

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

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

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

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

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

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

Line Truck w/uuger												
Apprentice	Percent											
1st 1000 hrs	60.00	\$24.07	\$5.75	\$0.72	\$0.24	\$0.00	\$5.30	\$0.35	\$0.00	\$0.00	\$36.43	\$48.47
2nd 1000 hrs	65.00	\$26.08	\$5.75	\$0.78	\$0.26	\$0.00	\$5.74	\$0.35	\$0.00	\$0.00	\$38.96	\$52.00
3rd 1000 hrs	70.00	\$28.08	\$5.75	\$0.84	\$0.28	\$0.00	\$6.18	\$0.35	\$0.00	\$0.00	\$41.48	\$55.53
4th 1000 hrs	75.00	\$30.09	\$5.75	\$0.90	\$0.30	\$0.00	\$6.62	\$0.35	\$0.00	\$0.00	\$44.01	\$59.05
5th 1000 hrs	80.00	\$32.10	\$5.75	\$0.96	\$0.32	\$0.00	\$7.06	\$0.35	\$0.00	\$0.00	\$46.54	\$62.58
6th 1000 hrs	85.00	\$34.10	\$5.75	\$1.02	\$0.34	\$0.00	\$7.50	\$0.35	\$0.00	\$0.00	\$49.06	\$66.11
7th 1000 hrs	90.00	\$36.11	\$5.75	\$1.08	\$0.36	\$0.00	\$7.94	\$0.35	\$0.00	\$0.00	\$51.59	\$69.64

Special Calculation Note : Other is Health Retirement 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,

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2018fbLoc7

Craft : Lineman Effective Date : 03/28/2018 Last Posted : 03/28/2018

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Electrical Lineman	\$42.32	\$5.75	\$1.27	\$0.42	\$0.00	\$9.31	\$0.35	\$0.00	\$0.00	\$59.42	\$80.58
Certified Lineman Welder	\$42.32	\$5.75	\$1.27	\$0.42	\$0.00	\$9.31	\$0.35	\$0.00	\$0.00	\$59.42	\$80.58
Certified Cable Splicer	\$42.32	\$5.75	\$1.27	\$0.42	\$0.00	\$9.31	\$0.35	\$0.00	\$0.00	\$59.42	\$80.58
Operator A	\$37.98	\$5.75	\$1.14	\$0.38	\$0.00	\$8.36	\$0.35	\$0.00	\$0.00	\$53.96	\$72.95
Operator B	\$33.67	\$5.75	\$1.01	\$0.34	\$0.00	\$7.41	\$0.35	\$0.00	\$0.00	\$48.53	\$65.36
Operator C	\$27.18	\$5.75	\$0.82	\$0.27	\$0.00	\$5.98	\$0.35	\$0.00	\$0.00	\$40.35	\$53.94
Groundman 0-12 months Exp	\$21.16	\$5.75	\$0.63	\$0.21	\$0.00	\$4.66	\$0.35	\$0.00	\$0.00	\$32.76	\$43.34
Groundman 0-12 months Exp w/CDL	\$23.28	\$5.75	\$0.70	\$0.23	\$0.00	\$5.12	\$0.35	\$0.00	\$0.00	\$35.43	\$47.07
Groundman 1 yr or more	\$23.28	\$5.75	\$0.70	\$0.23	\$0.00	\$5.12	\$0.35	\$0.00	\$0.00	\$35.43	\$47.07
Groundman 1 yr or more w/CDL	\$27.51	\$5.75	\$0.83	\$0.28	\$0.00	\$6.05	\$0.35	\$0.00	\$0.00	\$40.77	\$54.53
Equipment Mechanic A	\$33.67	\$5.75	\$1.01	\$0.34	\$0.00	\$7.41	\$0.35	\$0.00	\$0.00	\$48.53	\$65.36
Equipment Mechanic B	\$30.42	\$5.75	\$0.91	\$0.30	\$0.00	\$6.69	\$0.35	\$0.00	\$0.00	\$44.42	\$59.63
	\$27.18	\$5.75	\$0.82	\$0.27	\$0.00	\$5.98	\$0.35	\$0.00	\$0.00	\$40.35	\$53.94

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.

Apprentice Lineman	Percent											
	1st 1,000 Hours	60.00	\$21.98	\$5.50	\$0.66	\$0.22	\$0.00	\$3.96	\$0.06	\$0.00	\$0.00	\$32.38
2nd 1,000 Hours	65.00	\$23.82	\$5.50	\$0.71	\$0.24	\$0.00	\$4.29	\$0.06	\$0.00	\$0.00	\$34.62	\$46.52
3rd 1,000 Hours	70.00	\$25.65	\$5.50	\$0.77	\$0.26	\$0.00	\$4.62	\$0.06	\$0.00	\$0.00	\$36.86	\$49.68
4th 1,000 Hours	75.00	\$27.48	\$5.50	\$0.82	\$0.27	\$0.00	\$4.95	\$0.06	\$0.00	\$0.00	\$39.08	\$52.82
5th 1,000 Hours	80.00	\$29.31	\$5.50	\$0.88	\$0.29	\$0.00	\$5.28	\$0.06	\$0.00	\$0.00	\$41.32	\$55.98
6th 1,000 Hours	85.00	\$31.14	\$5.50	\$0.93	\$0.31	\$0.00	\$5.61	\$0.06	\$0.00	\$0.00	\$43.55	\$59.13
7th 1,000 Hours	90.00	\$32.98	\$5.50	\$0.99	\$0.33	\$0.00	\$5.94	\$0.06	\$0.00	\$0.00	\$45.80	\$62.28

Special Calculation Note : Other is Safety & Education Fund.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON, WARREN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. A Groundman under no circumstances shall climb poles, towers, ladders, or work from an elevated platform or bucket truck.

No more than three (3) Groundmen shall work alone. Jobs with more that three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator.

Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

Special Jurisdictional Note : The following townships in Warren County are included:
Clearcreek, Franklin and Wayne.

Details :

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

Ratio :

1 Technician to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE, WARREN*

Special Jurisdictional Note : The following townships in Warren County are included: (Clearcreek, Franklin and Wayne)

Details :

Work covered but not limited to: installation which utilize transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following:

TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multimedia, multiplex, nurse call system, radio page, school intercom, sound and low voltage master clock systems.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit.

All HVAC control work is not covered by this wage rate but by the Inside Electrical wage rate.

4th period 3501-5000 hrs												
5th period 5001-6500 hrs	60.00	\$17.16	\$6.20	\$5.07	\$0.29	\$0.00	\$1.47	\$0.00	\$0.00	\$0.00	\$30.19	\$38.77
6th period 6501-8000 hrs	75.00	\$21.45	\$6.20	\$6.34	\$0.36	\$0.00	\$1.84	\$0.00	\$0.00	\$0.00	\$36.19	\$46.92

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

Ratio :

1 to 3 Journeymen to 3 Apprentices
 4 to 6 Journeymen to 6 Apprentices
 per job site

Jurisdiction (* denotes special jurisdictional note) :

CLINTON, DARKE, GREENE, MIAMI,
 MONTGOMERY, PREBLE, WARREN*

Construction Electrician and Construction Wireman Ratio

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

Special Jurisdictional Note : The following townships in Warren County are included: Clearcreek, Franklin and Wayne.

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

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 648 Inside
& Industrial

Change # : LCN01-2018fbLoc648in

Craft : Electrical Effective Date : 03/05/2018 Last Posted : 02/28/2018

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrician	\$27.00	\$6.45	\$8.90	\$0.41	\$0.00	\$1.50	\$0.81	\$0.00	\$0.00	\$45.07	\$58.57
Industrial jobs or Industrial projects fairly estimated to be 25000 man hrs or more	\$30.00	\$6.45	\$8.90	\$0.45	\$0.00	\$1.50	\$0.90	\$0.00	\$0.00	\$48.20	\$63.20
Electrian at Miller Brewery	\$28.42	\$6.45	\$8.90	\$0.43	\$0.00	\$1.50	\$0.85	\$0.00	\$0.00	\$46.55	\$60.76
Apprentice	Percent										
1st period 0-1000 hrs	45.00	\$12.15	\$6.45	\$0.00	\$0.18	\$0.00	\$1.50	\$0.36	\$0.00	\$20.64	\$26.71
2nd period 1000-2000 hrs	45.00	\$12.15	\$6.45	\$0.00	\$0.18	\$0.00	\$1.50	\$0.36	\$0.00	\$20.64	\$26.71
3rd period 2000-3500 hrs	50.00	\$13.50	\$6.45	\$8.90	\$0.20	\$0.00	\$1.50	\$0.41	\$0.00	\$30.96	\$37.71
4th period 3500-5000 hrs	55.00	\$14.85	\$6.45	\$8.90	\$0.22	\$0.00	\$1.50	\$0.45	\$0.00	\$32.37	\$39.80
5th period 5000-6500 hrs	65.00	\$17.55	\$6.45	\$8.90	\$0.26	\$0.00	\$1.50	\$0.53	\$0.00	\$35.19	\$43.97
	75.00	\$20.25	\$6.45	\$8.90	\$0.30	\$0.00	\$1.50	\$0.61	\$0.00	\$38.01	\$48.14

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 648 Lt Commercial South West

Change # : LCN03-2016fbLoc648in

Craft : Electrical Effective Date : 09/08/2016 Last Posted : 09/08/2016

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Electrician	\$27.00	\$5.95	\$8.90	\$0.41	\$0.00	\$1.00	\$0.81	\$0.00	\$0.00	\$44.07	\$57.57
Industrial jobs or Industrial projects fairly estimated to be 25000 man hrs or more	\$28.33	\$5.30	\$7.90	\$0.57	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$43.10	\$57.26
Wireman at Miller Brewery	\$26.84	\$5.30	\$7.90	\$0.54	\$0.00	\$1.00	\$0.10	\$0.00	\$0.00	\$41.68	\$55.10
CE-3 12,001-14,000 Hrs	\$20.67	\$5.21	\$0.62	\$0.63	\$0.00	\$0.62	\$0.47	\$0.00	\$0.00	\$28.22	\$38.56
CE-2 10,001-12,000 Hrs	\$16.24	\$5.21	\$0.49	\$0.63	\$0.00	\$0.49	\$0.47	\$0.00	\$0.00	\$23.53	\$31.65
CE-1 8,001-10,000 Hrs	\$14.77	\$5.21	\$0.44	\$0.63	\$0.00	\$0.44	\$0.47	\$0.00	\$0.00	\$21.96	\$29.35
CW-4 6,001-8,000 Hrs	\$13.29	\$5.21	\$0.40	\$0.63	\$0.00	\$0.40	\$0.47	\$0.00	\$0.00	\$20.40	\$27.04
CW-3 4,001-6,000 Hrs	\$11.81	\$5.21	\$0.35	\$0.63	\$0.00	\$0.35	\$0.47	\$0.00	\$0.00	\$18.82	\$24.73
CW-2 2,001-4,000 Hrs	\$10.34	\$5.21	\$0.31	\$0.63	\$0.00	\$0.31	\$0.47	\$0.00	\$0.00	\$17.27	\$22.44
CW-1 0-2,000 Hrs	\$10.34	\$5.21	\$0.31	\$0.63	\$0.00	\$0.31	\$0.47	\$0.00	\$0.00	\$17.27	\$22.44
Percent											

in existing light fixtures and shall also include the one for one replacement of existing fixtures, warehouses, gas stations, food service centers, restaurants, entertainment facilities, hospitals, clinics, motels, residential buildings.

Details :

Electricians while splicing cable shall receive \$.50 an hour above the regular electrical rate.

All work that requires the use of gas masks or respirators, shall be paid 50% above the appropriate rate of pay. Work up to & including 40 feet shall be paid \$.50 over the journeyman rate. All work from a Boatswain Chair, Swinging Scaffold, or Barrel shall be at double the Journeyman rate.

Workmen required to work 50 feet or more below the surface of the earth will be paid 50% above the Journeyman rate.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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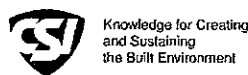
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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

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

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

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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, 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.

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's 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.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed 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. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--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. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by

Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or

approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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.

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*

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

submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to 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 may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor

may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

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 of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities 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 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:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data*

Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice:

(i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

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

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

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

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 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.

B. Owner shall deliver to Contractor, with copies to each additional insured 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.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclu-

sion 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, 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 completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed 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);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in 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:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery 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, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and,

in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

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

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make

settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers 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.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques,

sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, 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.

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,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

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

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute

item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

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 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:

I. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

6.08 *Permits*

A. Unless otherwise provided in the 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 court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on

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

6.10 Taxes

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder 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 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. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

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

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

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

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

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

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

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

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

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

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the

requirements of the Work and the Contract Documents.

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

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

D. Engineer's Review

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

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

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

E. Resubmittal Procedures

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

revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

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

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

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

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 Indemnification

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

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

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, 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.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 Related Work at Site

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

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

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

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

7.02 *Coordination*

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

7.03 *Legal Relationships*

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

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and

disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to

check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. 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.

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 believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

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

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

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

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

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

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

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

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 include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All

cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

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

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

5. Supplemental costs including the following:

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

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

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

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

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone

directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

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

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

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

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

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

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.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

12.01 *Change of Contract Price*

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

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier

Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

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

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

12.02 *Change of Contract Times*

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

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

12.03 *Delays*

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

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

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections,

tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

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

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

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

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

13.04 *Uncovering Work*

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

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

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

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

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

13.07 *Correction Period*

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

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

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

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

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

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

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

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 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 on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment,

including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
- d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; 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
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

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

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

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

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

14.05 *Partial Utilization*

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

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

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

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the

evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. 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 or Owner's property might in any way be responsible 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

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

14.08 Final Completion Delayed

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

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

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

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's disregard of the authority of Engineer; 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.

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.

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 their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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