

LEGAL NOTICE

Bids will be received via the Bid Express online bidding platform by the City of Canal Winchester, Ohio ("Owner") until **12:00, p.m.**, local time, on **Friday, October 10th, 2025** for all labor, material, and services necessary for the **McGill Park Phase 2B** (the "Project"), consisting of site grading, parking lot construction, installation of underground utilities, construction of bocce courts, playground area, stream restoration, and an owner-supplied shelter house as more fully described in the Contract Documents prepared by EMH&T, Inc. ("Design Professional".) Bids received after this time will not be accepted. Subject to the right of the Owner to reject any or all bids, the Owner will award contracts to the bidder(s) submitting the lowest and best bid(s). Direct questions about the Project to Shane Spencer, PE of EMH&T at (614) 775-4482 or via email at sspencer@emht.com.

The estimated cost of construction for the work outlined in the plans and specifications is:

Base Bid: \$3,500,000

State of Ohio Fund 7031 or 7035 monies are being used to assist in the construction of the Project. Relevant state requirements will apply.

A non-mandatory pre-bid meeting will be held for the project on Friday September 26th at 9:00am. Information regarding the meeting location is contained within the bidding documents. Virtual attendance options will also be made available.

Hard copies of the Contract Documents and Specifications will not be provided. Contract Documents and Specifications shall be obtained from Bid Express only and at costs associated with the Bid Express service fee schedule. Payment of these items will not be refunded.

All bids must be accompanied by a Bid Guaranty in the form of either a Bid Guaranty and Contract Bond for the full amount of the bid (including all add alternates) or a certified check, cashier's check, or an irrevocable letter of credit in an amount equal to 10% of the bid (including all add alternates), as described in the Instructions to Bidders.

This is a prevailing wage project.

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

Published:

9/17/25

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INSTRUCTIONS TO BIDDERS

A. BIDDER'S PLEDGE AND AGREEMENT

1. Each Bidder acknowledges that this is a public project involving public funds and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional, and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Design Professional.
2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
3. The Bidder may rely upon the general accuracy of any technical data included in the Project Manual (e.g., soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any

Claim against the Owner or Design Professional, or any of their agents or employees, with respect to any of the following:

- (a) the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto;
 - (b) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - (c) any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.
4. Each Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

C. OWNER & DESIGN PROFESSIONAL

1. The Owner is:

The City of Canal Winchester
Telephone: (614) 834-5109
Fax: (614) 829-7734

The Owner's Representative is Bill Sims.

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

EMH&T, Inc.
Telephone: (614) 775-4482
Fax: (614) 775-4806

The Design Professional's Representative is Shane Spencer.

D. PROJECT

1. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for **McGill Park Phase 2B** (the "Project"), all in accordance with the Drawings and Specifications prepared by the Design Professional. The Project will be substantially complete in 240 days subject to interim milestones and limitations presented in the supplemental specifications.

E. WORK

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

Bid Package # and Description
See Section D Above

Estimated Construction Cost
See Section F
Below

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

F. ESTIMATE OF COST

1. The total estimated construction cost for the work on the Project for which bids are being solicited at this time is **\$3,500,000.00** for the Base Bid.

G. CONTRACT DOCUMENTS

1. The Contract Documents consist of the Contract Documents listed in Section 1 of the Owner-Contractor Agreement.

The contract documents are only available through the Bid Express online bidding platform.

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

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

H. PREPARATION OF BIDS

1. All bids must be submitted through the Bid Express online bidding platform. Hard copy submission of the bids will not be accepted.
2. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected.
3. Bidders shall note receipt of all Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity, or quality of the Work to be performed in any material manner.
4. The Bid shall be electronically signed or otherwise executed by an authorized agent of the bidder's organization. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. Each Bid shall be submitted before **12:00 p.m.** (local time) on **Friday, October 10th, 2025.**
6. The completed Bid Form shall be accompanied by the following documents:
 - a. Bid Guaranty (see Paragraph H.8 below).
7. The Bidder shall take the following precautions in preparing its bid:
 - a. Sign the bid and check to ensure all blank spaces have been filled in with requested information and the specified accompanying documents (listed in Item 6 above).
 - b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If

it is not indicated, it will be conclusively presumed that the amount is a deduction.

- c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Bid Documents.
- d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
 - 1) The Bidder
 - 2) The Surety or Sureties
- e. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Item 8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. If an amount is inserted, the failure to state an amount equal to or greater than the total of the base bid and all add alternates that are accepted shall make the bid non-responsive.
- f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.
- g. Combination Bids. The Owner may provide the option of submitting a combination bid on the Bid Form.
 - (1) When there is an option for submitting a combination bid on the Bid Form, a Bidder desiring to submit a combination bid for two or more bid packages shall include both of the following on the Bid Form:
 - (a) the combination bid amount in the space provided, identifying the bid packages included in the combination bid amount; AND
 - (b) separate base bids for each bid package, including alternates, included in the combination bid in the places provided on the Bid Form for the individual bid packages.

NOTE: The individual cost amounts of each base bid need not total the combination bid amount.

8. Bonds and Guarantees

- a. Bid Guaranty: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. The Bid amount shall be the total of all sums bid, including all add alternates with no deduction for any deduct alternates. NOTE: AIA Bid Bond forms are not acceptable.
- b. Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount

equal to 10% of the bid (including all alternates), shall furnish a Contract Bond using the Contract Bond form included in the Contract Documents in an amount equal to 100% of the Contract Sum. NOTE: AIA Bond forms are not acceptable.

- c. The bond must be issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the Owner, in its sole discretion.
- d. All bonds shall be signed by an authorized agent of an acceptable Surety and by the Bidder.
- e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio, and a financial statement of the Surety.
- f. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- g. The name, address, and telephone and fax numbers of the Surety and the Surety's Agent should be typed or printed on each bond.

I. METHOD OF AWARD

1. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
2. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. The Owner will award a single contract for each of the bid packages listed above or one or more combined contracts for combinations of the Bid Packages, unless it determines to reject one or more bid packages. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
3. Determination of the Bidder Submitting the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest and best bid, taking into consideration accepted alternates. In evaluating bids, the Owner may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which Bidder submitted the

lowest and best bid or which Bidders submitted the lowest and best bids include the factors set forth below. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate.

- a. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and the Bidder's claims history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best bid.

The Owner may consider the Bidder's prior experience on other projects with the Owner and Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner and Design Professional as a willing, cooperative, and successful team member.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold such owners, design professionals (and construction managers) and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

- b. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
- c. The Bidder's prior experience with similar work on comparable or more complex projects.
- d. The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing and having claims filed against it.
- e. The Bidder's equipment and facilities.
- f. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
- g. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws.

- h. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
 - i. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
 - j. The Owner's prior experience with the Bidder's surety.
 - k. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
 - l. The Bidder's ability to self-perform the work on the Project with the Bidder's own forces.
 - m. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.
- 4. Within three (3) business days after the Owner's identification of the apparent low bidder, if requested, the apparent low bidder will complete and submit to the Design Professional a completed Contractor's Qualification Statement (using the form included in the Project Manual), and thereafter will provide the Design Professional with such additional information as the Design Professional may request regarding the Bidder's qualifications. Additionally, upon request from the Design Professional, any other Bidder will promptly complete and submit to the Design Professional a completed Contractor's Qualification Statement and thereafter will provide the Design Professional with such additional information as the Design Professional may request regarding the Bidder's qualifications. A Bidder will submit any requested information within three (3) business days of the date of the request.
- 5. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best bidder.
- 6. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person or association on its behalf challenges such determination in any legal proceeding, the Bidder shall indemnify and hold the Owner and its employees and agents harmless from any claims included in or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
- 7. Within three (3) business days of receipt of the bids or such longer time as may be permitted in writing by the Design Professional, the apparent low Bidder will submit a list of all proposed Subcontractors and Suppliers.

After approval by the Owner and Design Professional of the list of proposed Subcontractors, Suppliers, and manufactures submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner and Design Professional.
- 8. Affidavit as to Personal Property Taxes. Each successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.

9. No Bidder may withdraw its bid within sixty (60) days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.
10. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
11. Award of Contract. The award of the Contract, when required, will only be made pursuant to a duly adopted resolution of the Owner.

J. EXECUTION OF CONTRACT

1. Within 10 days after award of the Contract, the successful Bidder shall execute and deliver to the Design Professional the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The award of Contract notwithstanding, the successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until such time as the Owner-Contractor Agreement is executed by the successful bidder and the Owner.

K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus are specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest and best bid.
2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Design Professional a minimum of ten (10) working days before the bid date and hour. To facilitate the submission of requests, a Substitution Form is included in the Bid Documents. The Bidder shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the proposed product including manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Design Professional's decision on approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
 - b. Requests submitted without adequate documentation;
 - c. Requests received after the specified cut-off date.
4. When the Design Professional approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work of other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
6. Following the award of the Contract, there shall be no substitutions for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.

L. ALTERNATES

1. The Owner may request bids on alternates. If the Owner requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.
2. At the time of awarding the contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
3. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.
4. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the Contract, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

M. UNIT PRICES

1. Where unit prices are requested in the Bid Form for a Prime Contract on which the Bidder submits a bid, the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

N. ADDENDA

1. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Design Professional will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.
3. Bidders shall submit written questions to the Design Professional in sufficient time in advance of the bid opening to allow sufficient time for the Design Professional to respond. The Owner—after consultation with the Design Professional—shall in its sole discretion determine whether or not an Addendum will be issued. All Addenda will be issued, except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required unless otherwise noted in the Addendum.
4. Copies of each Addendum will be issues through the Bid Express online platform. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Design Professional prior to the bid opening to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Design Professional any error, omission, inconsistency, or ambiguity therein.
6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or

- b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

O. INTERPRETATION

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Design Professional's representative. Any interpretation of the proposed documents will be made by Addendum only, duly signed by the Design Professional, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the Contract Documents are maintained. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
3. Bidders are responsible for notifying the Design Professional in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

P. STATE SALES AND USE TAXES

1. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Construction Contract Exemption Certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

Q. DATE FOR SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES

1. Date for Substantial Completion. Each successful Bidder shall have its Work on the Project Substantially Complete (as Substantial Completion is defined in the Contract Documents) by the following date or within the Contract Time, as applicable to the Bidder's scope of work:

Contract

Date for Substantial Completion or Contract Time
(From date of Notice to Proceed)

McGill Park Phase 2B

240 Days

Reference the supplemental specifications and special provisions for other schedule constraints.

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

2. Liquidated Damages. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion and/or Finally Complete within thirty (30) days of achieving Substantial Completion, whichever may be applicable, the successful Bidder shall pay the Owner and the Owner may set off from amounts otherwise due the successful Bidder Liquidated Damages. The daily amounts of Liquidated Damages are set forth in the tables included in the Owner-Contractor Agreement. The total amounts of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete and/or to the extent that its Work is not Finally Complete more than thirty (30) after the Substantial Completion of its Work, i.e., number of late days times the per diem rate(s) for Liquidated Damages in the tables. In addition to such Liquidated Damages, the Bidder shall indemnify, defend, and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and consultants' fees and expenses, that arise out of or are related to the Bidder's failure to Substantially Complete its Work by its Date for Substantial Completion. The Bidder's obligations under this Section are joint and several.
3. The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Bidder's Work is not Substantially Complete by its Date for Substantial Completion and/or not Finally Complete by thirty (30) days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

R. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

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

S. MODIFICATION/WITHDRAWAL OF BIDS

1. Modification. A Bidder may modify its bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner's

Representative prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.

2. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing to and received by the Owner's Representative prior to the time of the bid opening.
3. Withdrawal after Bid Deadline.
 - a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
 - (1) the price bid was substantially lower than the other bids;
 - (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 - (3) the bid was submitted in good faith; and
 - (4) the Bidder provides written notice to the Owner, to the attention of the Owner's Representative, within two (2) business days after the bid opening for which the right to withdraw is claimed.
 - b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
 - c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

T. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of

race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

- b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

U. FINDINGS FOR RECOVERY

1. By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

V. PREVAILING WAGES

1. For "Construction" projects as defined in Section 4115.03 of the Ohio Revised Code, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, for such "Construction Projects," the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code.

W. PROJECT FUNDING

1. The Project is funded by the State of Ohio Fund 7031 or 7035. The funding agreement requires the Project to comply with various Ohio Codes and federal regulations. The Bidder is responsible for reviewing and understanding the requirements specified in the special provisions and the document entitled "ODNR Funding Contract Provisions."
2. By submitting a bid on the Project, the Contractor agrees to the following requirements as defined by the ODNR Capital Improvement Project Guide:
 - That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. 4412.01), national origin, or ancestry, including R.C. Chap. 4112, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates;
 - That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate

any employee hired for the performance of work under the contract on account of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. 4112.01), national origin, or ancestry, including R.C. Chap. 4112.

- ODNR, the state auditor, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor for the purpose of making audit, examination, excerpts, and transcriptions.
- Compliance with all applicable codes and regulations specified in the “ODNR Funding Contract Provisions” document, Appendices F and G.

END OF INSTRUCTIONS TO BIDDERS

CORPORATE AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation)

State of _____

County of _____ ss:

_____, being duly sworn, deposes and says that he or she is Secretary of _____, a Corporation organized and existing under and by virtue of the laws of the State of _____, and having its principal office at: _____(Address), _____(City), _____(County), _____(State).

Affiant further says that he is familiar with the records, minute books and by-laws of _____(Name of Corporation).

Affiant further says that _____(Name of Officer) _____(Title) of the Corporation is duly authorized to sign the Contract for the _____(Project) for said Corporation by virtue of _____(State whether a provision of by-laws or a resolution of the Board of Directors), _____(If by resolution, give date of adoption.)

(Signature)

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public in and for _____
(County)

My commission expires _____

Seal of Notary

NONCOLLUSION AFFIDAVIT

State of _____
County of _____ ss:

Bid Identification: _____

CONTRACTOR _____, being first duly sworn, deposes and says that he is _____ (ole 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 induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one 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 to anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted its BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in its general business.

Signed: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

My commission expires _____ Seal of Notary

PERSONAL PROPERTY TAX AFFIDAVIT
FOR
THE CITY OF CANAL WINCHESTER, OHIO
(SECTION 5719.042 ORC)

RE:

TO: _____ (title/dept.—), CITY OF CANAL WINCHESTER, OHIO

STATE OF OHIO,
COUNTY OF _____

, ss:

(Bidder), by

(Name of Affiant), its

(Title)

being first duly sworn, says that on _____, it (check at left of paragraph 1 or 2; if 2, fill in appropriate data):

1. Was not charged with any delinquent personal property taxes on the general tax list of personal property of Franklin and Fairfield Counties:

2. Was charged with delinquent personal property taxes on the general tax list of personal property of Franklin and/or Fairfield Counties and the amount of due and unpaid delinquent taxes, penalties, and interest are:

	<u>Tax</u>	<u>Penalties</u>	<u>Interest</u>
FRANKLIN COUNTY	_____	_____	_____
FAIRFIELD COUNTY	_____	_____	_____

That this Affidavit shall be incorporated into the Contract between the undersigned and the City of Canal Winchester.

By: _____

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public

PERSONAL PROPERTY TAX AFFIDAVIT
FOR
THE CITY OF CANAL WINCHESTER, OHIO
(SECTION 5719.042 ORC)

RE:

TO: _____ (title/dept.—), CITY OF CANAL WINCHESTER, OHIO

STATE OF OHIO,
COUNTY OF _____

, ss:

(Bidder), by

(Name of Affiant), its

(Title)

being first duly sworn, says that on _____, it (check at left of paragraph 1 or 2; if 2, fill in appropriate data):

- _____ 1. Was not charged with any delinquent personal property taxes on the general tax list of personal property of Franklin and Fairfield Counties:
- _____ 2. Was charged with delinquent personal property taxes on the general tax list of personal property of Franklin and/or Fairfield Counties and the amount of due and unpaid delinquent taxes, penalties, and interest are:

	<u>Tax</u>	<u>Penalties</u>	<u>Interest</u>
FRANKLIN COUNTY	_____	_____	_____
FAIRFIELD COUNTY	_____	_____	_____

That this Affidavit shall be incorporated into the Contract between the undersigned and the City of Canal Winchester.

By: _____

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public

SUB-CONTRACTORS LIST

The bidder's particular attention is directed to the Modified Standard General Conditions regarding Owner's right to reject subcontractors or suppliers.

The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by sub-contractors in this Contract, including approximate percentage of the contract cost by sub-contractor.

If no sub-contractors are to be used, so state.

Note: The Bidder shall perform within its own organization, work amounting to not less than fifty percent (50%) of the total contract cost.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

BID GUARANTY AND CONTRACT BOND
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____ ("Contractor") as principal and _____
_____ as surety are hereby held and firmly bound unto the City of
Canal Winchester, as obligee in the penal sum of the dollar amount of the bid submitted by the
principal to the obligee on _____, 2025, to undertake the construction of _____
_____ **[insert bid package numbers or type of
work]** related to the **McGill Park, Phase 2B** Project ("Project"). The penal sum referred to
herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive
or deductive Alternates made by the principal on the date referred to above to the obligee, which
are accepted by the obligee. In no case shall the penal sum exceed the amount of _____
_____ Dollars (\$_____). (If the foregoing blank is not filled in, the
penal sum will be the full amount of the principal's bid, including add Alternates. Alternatively,
if the blank is filled in the amount stated must not be less than the full amount of the bid including
add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the
penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors, and assigns.

Signed this ____ day of _____, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal
has submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to
enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of
material; and in the event the principal pays to the obligee the difference not to exceed ten
percent (10%) of the penalty hereof between the amount specified in the bid and such larger
amount for which the obligee may in good faith contract with the next lowest bidder to perform
the work covered by the bid; or in the event the obligee does not award the contract to the next
lowest bidder and resubmits the project for bidding, the principal pays to the obligee the

difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this ____ day of _____, 2025.

PRINCIPAL

By: _____

Printed Name & Title: _____

SURETY

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

CERTIFIED CHECK, LETTER OF CREDIT, OR CASHIER'S CHECK DOCUMENT

Accompanying this proposal is a: (Check one; and, the amount must be 10% of bid)

- ☐ Certified check for _____ dollars (\$_____)
- ☐ Irrevocable Letter of Credit for _____ dollars (\$_____)
- ☐ Cashier's Check for _____ dollars (\$_____)

and it is agreed that if this proposal is accepted and the undersigned fails to enter into a contract and give satisfactory bond within ten (10) days after such acceptance, the security represented in the document checked above shall be forfeited to the City of Canal Winchester, as liquidated damages.

The signers of this proposal, if not a corporation, are citizens of the United States.

THE FULL name of all persons, parties, or corporations interested in the foregoing bid as principals are as follows:

NOTE: The Contract Bond form that follows is to be used ONLY by a bidder that is awarded a contract and submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

AIA Bid Bond or Payment and Performance Bond forms are not acceptable for this Project.

CONTRACT BOND

(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor"), as principal, and _____, as surety, are hereby held and firmly bound unto the City of Canal Winchester, Ohio ("Owner") as obligee, in the penal sum of _____ Dollars (\$ _____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 2025, enter into a contract with the Owner for _____ related to the McGill Park, Phase 2B ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20__.

(PRINCIPAL)

(SURETY)

By: _____

By: _____

Printed Name & Title: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

CONTRACTOR'S QUALIFICATION STATEMENT

(To be completed and submitted by the apparent low bidder within 3 business days of the Owner's request.)

SUBMITTED TO: City of Canal Winchester
 45 E. Waterloo St.
 Canal Winchester, OH 43110
 Attn: William Sims

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT:

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
 - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation:
 - 1.3.2 State of incorporation:
 - 1.3.3 President's name:
 - 1.3.4 Vice President's name(s):

1.3.5 Secretary's name:

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work?

3.2.2 Within the last five (5) years has your organization or any of its officers initiated any Claims, had any Claims initiated against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits suits related to any construction project, or has any judgments or awards outstanding against it or them? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project.

- 3.4.1 State total amount of work in progress and under contract:

[illegible]

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

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

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

- 3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.

- 3.5.4 If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

- 3.5.5. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."

- 3.6 On a separate sheet, list the construction education, training and construction experience for each person who will fill a management role on the Project,

including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.

4. REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. FINANCING

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof.

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

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

SIGNATURE

Dated at this ____ day of _____, 20__.

Name of Organization: _____

By: _____[PRINT NAME]

Signature: _____

Title: _____

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

Subscribed and sworn before me this ____ day of _____ 20__.

Notary Public

My Commission Expires: _____

SEAL



Preliminary Scope of Supply and Services

Building Supply Only

Project:	McGill Park Phase 2B – Restroom/Pavilion
Customer:	City of Canal Winchester
Location:	Canal Winchester, OH
Date:	9/11/2025

Contents

1. Process – Start to Finish
2. Key Notes
3. Romtec Scope of Materials Supply
4. Delivery, Storage, and Handling
5. Warranty and Limitations
6. Scope of Supply and Services by Others

Section 1 below is an outline of the scope of products and services that will be included as part of the Romtec building package. Section 2 below is an outline of the scope of work for the installer to complete installation.

Section 1 – Romtec Scope

1.Process – Start to Finish

Below is an outline of Romtec’s process for designing, producing, and delivering the building kit(s). This process may require the customer to release Romtec to begin production prior to receipt of final building permit(s).

A. Romtec Provides a Quote/Proposal

1. Customer will have 30 days to place a purchase order after receipt of the Romtec quote.
2. If the customer has not placed a purchase order within the time above, Romtec reserves the right to update pricing.
3. Romtec’s Quote/Proposal will include Credit Application and Project Information forms.
4. Depending on the nature and complexity of the project, Romtec’s Quote/Proposal may also include a proposed payment schedule. Otherwise, a proposed schedule will be provided in the next step.

B. Customer Provides Signed Purchase Order, Completed Credit Application, and Completed Project Information form

1. Romtec and the customer will finalize the agreed payment schedule.

C. Romtec provides the full Scope of Supply and Design Submittal package (SSDS)

1. Romtec provides the SSDS in Romtec’s standard electronic submittal format.
2. The SSDS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDS supersedes this preliminary scope letter.

D. Customer reviews and comments on the SSDS

1. At this time, the SSDS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
2. The SSDS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
3. Customer will have 45 days from purchase order date to approve the SSDS.

E. Customer Approves the SSDS and releases Romtec to begin production

1. The customer approves the SSDS and releases Romtec to begin production by signing the submittal approval and Notice to Proceed on Production (NTP) forms included in the SSDS. Romtec cannot begin production without a signed NTP form.
2. The customer’s approval of the SSDS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDS is approved.
3. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.

F. Romtec provides the Full Sealed Plan Set

1. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec’s standard electronic format (and no other, see Section 6.E.5 below). The full plans are for review by the local building department (or relevant permitting authority).
2. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
3. Romtec’s standard plan size is 11”x17”.

G. The local building department reviews and comments on the Romtec plans

1. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
2. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.

H. The local building department approves the revised Romtec plans

1. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
2. Romtec will complete production/manufacturing of the building package per the final approved plans.

I. Romtec delivers the completed building package

1. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the installer.
2. Romtec’s warranty period begins.

2.Key Notes

- A. Romtec is proposing to design and supply the structure defined herein. Any changes or additions, including color selections, may result in a price change.
- B. The following are important assumptions and/or clarifications regarding the proposal.
 - 1. Romtec will design and supply the building to meet ComCheck requirements.

3.Romtec Scope of Materials Supply

A. Structure

- 1. Exterior walls: Concrete Masonry Units (aka CMU or "concrete blocks"), smooth-face, mortar joint.
 - a. Block color: **gray**.
 - b. Exterior Walls: Insulation
 - c. Exterior finish: Fiber cement board and batten siding with Dutch Quality – Kentucky Limestone.
 - i. Caps: Dutch Quality – Hearthstone, flagg.
- 2. Interior Wall Options
 - a. Cove base: Sanitary tile in **white** (restroom walls only).
- 3. Doors, frames, and hardware: Steel, powder coated **black**.
 - a. Hinges: Stainless steel, ball bearing.
 - b. Door Closer(s): Grade 1 heavy duty.
 - c. Kick Plate(s): stainless steel.
 - d. Threshold(s): aluminum alloy.
 - e. Sweep(s): aluminum alloy with neoprene sweep.
 - f. Door Locks: Schlage L9080, per City Standards.
 - i. Restroom doors only: Schlage L9486, per City Standards.
- 4. Utility door: Double door/frame.
- 5. Roof System
 - a. Wood truss roof package
 - i. Batt insulation.
 - ii. 1"x4" Cedar Trim
 - iii. Simpson anchors/ties
 - iv. Roof Sheathing
 - v. Lumber for truss blocking, top-of-wall blocking, eave/vent blocking
 - vi. Vents
 - vii. Ice and water shield.
 - viii. Interior trim boards
 - ix. 1x6 tongue and groove decking.
 - b. Roofing Extension:
 - i. Arched glulam beams with timber posts.
 - ii. 2x6 tongue and groove decking.
 - iii. Smooth-face CMU block column bases wrapped with stone veneer (two posts only).
 - iv. All exposed steel brackets are powder coated **black**.
 - c. Roofing Finish: Metal Panels
 - i. Fabral, 26-gauge, Horizon 16, standing seam.
 - ii. Roofing Color: **True Black 882**.

B. Plumbing Fixtures and Accessories

- 1. Toilet(s): China porcelain, floor mount, manual lever flush valve(s).
- 2. Sink(s): China porcelain, wall mount, single push-button faucet(s).
- 3. Grab Bars: Stainless steel, wall mount.
- 4. Toilet Paper Dispenser(s): Stainless steel, wall mount, 2-roll capacity.
- 5. Paper Towel Dispenser(s): Stainless steel, wall mount.
- 6. Soap Dispenser(s): Stainless steel, wall mount, automatic.
- 7. Drinking Fountain: Stainless steel, wall mount, non-refrigerated, bi-level, bottle filler, freeze protection, stainless steel guard rails.
- 8. Restroom signs
- 9. Exterior Hose Bib.

C. Electrical Fixtures

- 1. Exterior light fixtures

- a. RAB lighting: CDLED2W-20W-WW930-K
 - b. Controlled by photocell.
- 2. Interior light fixtures
 - a. Recessed lights
 - b. Controlled by motion sensor.
 - c. LED, 48", ceiling mount, vapor tight.
 - d. Controlled by switch (switch supplied by installer).
- 3. Water Heater: 20-gallon with expansion tank
- 4. Mechanical Exhaust: Inline fan(s), ducting, register(s).
- 5. Heating: surface-mount, 1000-2750 Watt.
- 6. Breaker Panel: 200 amp, single-phase, rain tight.
 - a. Sized for Romtec supplied equipment only.

4. Delivery, Storage, and Handling

A. Delivery Vehicle Size

1. Romtec's delivery vehicles are vans or trucks with 53' trailers, or the largest trailer up to 53' that is legally allowed to access the job site. Overall dimensions of the delivery vehicles are:
 - a. 70' overall length
 - b. 102" wide
 - c. 168" high

B. Number of Deliveries

1. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
2. Regardless of the number of deliveries, the customer is responsible for all offloading and related costs.

C. Delivery inspection

1. Romtec allows for five (5) business days for the customer to inspect and accept the delivered building package.
2. Any items not specifically rejected after five days are considered accepted.

5. Warranty and Limitations

A. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

B. Disclaimers

1. Stone and mineral products such as tile, stone veneer, and concrete will all show surface cracks over time. Romtec cannot guarantee that stone products in the building will not eventually show surface cracks. Repair of cracks in stone products is a maintenance issue, not a warranty issue.
2. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.
3. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.
4. Most HVAC equipment manufacturers (heat pumps, air conditioners, heaters, etc.) require installation by a factory certified technician to engage their warranty. The installer must demonstrate installation was completed per manufacturer requirements to make a valid warranty claim for HVAC equipment.

Section 2 – Installer Scope (by others)

6.Scope of Supply and Services by Others

A. Overview

The following section includes an overview of items to be provided by others that are required to complete the installation of the Romtec building package.

1. Items in this section are typically provided by the **installer**, or, for projects where the **installer** is separate subcontractor of the general contractor and/or owner, some items are typically provided by the **contractor**.
2. The items below are separated into **installer** items and **contractor** items. If the **installer** and **contractor** are the same entity, then that entity is responsible for all items in this section.

B. Installer Scope

The installer's scope will generally consist of foundation/pad construction and building package assembly/construction.

1. Structural

The following structural components will be provided by the **installer**:

- a. All materials, equipment and labor for footings and interior slabs.
- b. Latex epoxy paint wall finish.
- c. Caulking.
- d. Concrete sealant for flooring and CMU block exterior.
- e. Masonry (concrete) grout and rebar
- f. If applicable, notch CMU block for bond beams, cut full blocks to create half blocks and grind blocks for fixture mounting purposes.
- g. If applicable, cut stone veneer to achieve the required shapes necessary for installation.
- h. Sealant for all exposed wood.
- i. Typical fasteners such as nails, staples, screws, and any other fasteners not included in product packaging.
- j. Fiber cement siding will arrive primed to be painted on-site by **installer**.
 - a. Paint, installer supplied: White with black trim.
- k. Rain gutters and downspouts are supplied and installed by building **installer**.
- l. Access Control System by "City Wide Solutions" per City Standards by building **installer**.
 - a. **Installer** to provide concealed conduit for access control system.

2. Plumbing

The following plumbing components will be provided by the **installer**.

- a. Plumbing rough-in, installation and trim within 10' of the building footprint.
- b. All water and sewer piping and floor drains within the building footprint.
- c. If required for wall mounted toilet(s), wall carriers.
- d. Backflow Preventer.

3. Electrical

The following electrical components will be provided by the **installer**.

- a. Electrical rough-in, installation and trim within 10' of the building footprint.
- b. All switches and outlets that are not included with electrical products.
- c. Note that all Romtec building designs include a spare conduit from the main power source to the main breaker panel. All conduits are supplied by the **installer**.

4. Other materials, equipment, and services

The following materials, equipment, and services are provided by the **installer**.

- a. Building package installation
- b. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by Romtec or by another entity.

C. Contractor Scope

The **contractor's** scope will generally consist of site preparation and grading, excavation for structures, backfill and/or structural backfill, and any site work or utility work outside the building package footprint.

1. Structural

The following items relative to the structural components will be supplied by the **contractor**:

- a. All materials, equipment and labor for exterior slabs and sidewalks.

- b. If required, design and supply of gutters and downspouts is by the contractor, installer, or others. Romtec can show basic gutters and downspouts on the plans upon request.
- 2. Plumbing
 - The following plumbing components will be provided by the **contractor**.
 - a. Incoming plumbing utilities to within 10' of the building exterior.
 - b. All water and sewer piping, drains, and valves external of the building footprint.
- 3. Electrical
 - The following electrical components will be provided by the **contractor**.
 - a. Incoming electrical utilities to within 10' of the building exterior.
 - b. Electrical meter base and meter (or other incoming supply power source).
- 4. Other materials, equipment, and services
 - The following materials, equipment, and services are provided by the **contractor**.
 - a. Branch circuit breakers
 - b. Fire alarm & fire suppression equipment.
 - c. Lighting equipment not attached to the building.
 - d. Backflow check valves & drain valves.
 - e. Freeze protection
 - f. Special inspection services
 - g. Permits and fees.

D. Delivery, Storage, and Handling

- 1. The **installer** and/or **contractor** will be responsible for all equipment and labor required for off-loading of the delivered building package onsite. This includes providing appropriate equipment, including but not limited to a forklift with minimum 8,000 lb. capacity and 6 ft. fork extension.
- 2. **Installer** or **contractor** shall comply with all handling instructions/recommendations provided by Romtec.
- 3. The **installer** and/or **contractor** will assume responsibility for adequate protection of delivered materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.
- 4. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their product packaging. It is the responsibility of the **installer** and/or **contractor** to collect, maintain, and deliver to the owner.

E. Romtec General Exceptions/Exclusions

The following are items that Romtec does not provide as part of its standard products and services.

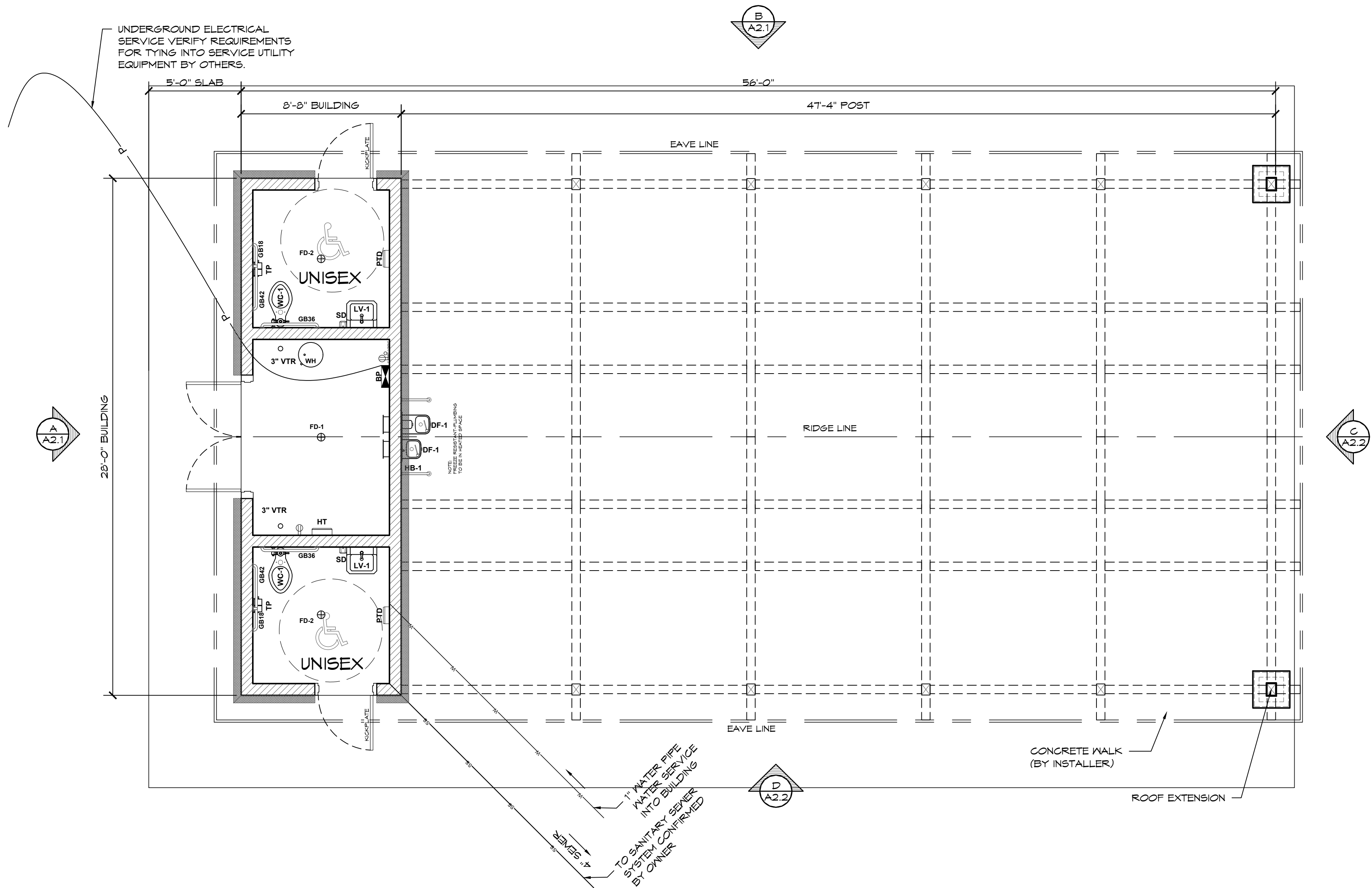
- 1. Site visits by Romtec staff.
 - Note: If site visits are required, Romtec will issue a change order.*
- 2. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard (AIS, BABA, etc.) for materials.
- 3. Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.
 - a. Roof Snow Load: 25 psf
 - b. IBC Seismic Design Category: C
 - c. Design Wind Speed: 110 mph.
 - d. Allowable Soil Bearing: 1500 psf
 - e. Occupancy Type: U
 - f. Type: VB
- 4. Any site utility sizing shown on the Romtec plans is either based on design criteria provided by others or based on Romtec's assumption of the appropriate sizing. Site utility sizing must be confirmed by the customer. Romtec is not responsible for determining or confirming site utility sizing.
- 5. Romtec's building plans have been approved by permitting authorities in hundreds of jurisdictions. Romtec's plans will be provided in Romtec's standard format only. No elective formatting changes, product color selections, interior elevation drawings, equipment not supplied by Romtec, informational tables, formatting coordination with the plans by others, or any other formatting requests or customer directed elective changes will be made to or shown on the Romtec building plans.
- 6. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right to make

- equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
7. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times.
 8. Any CMU block plan(s) provided by Romtec are only accurate if Romtec supplies the CMU block.
 9. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on customer acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	EXTERIOR WALL LIGHTS	3
	INTERIOR CEILING LIGHTS	3

WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

PROJECT: MCGILL PARK PHASE 2B - RESTROOMS & PAVILION
CANAL WINCHESTER, OHIO

PROJECT #: 2792
DATE: 09/09/25

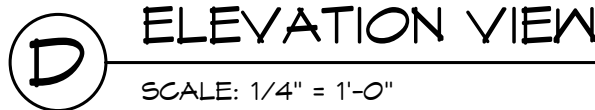
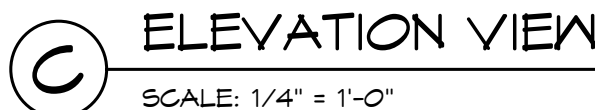
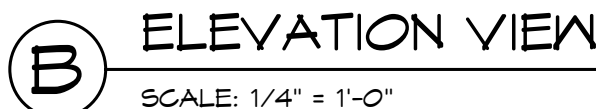
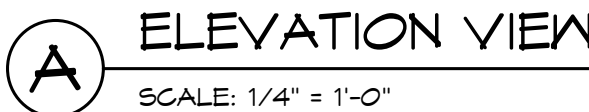
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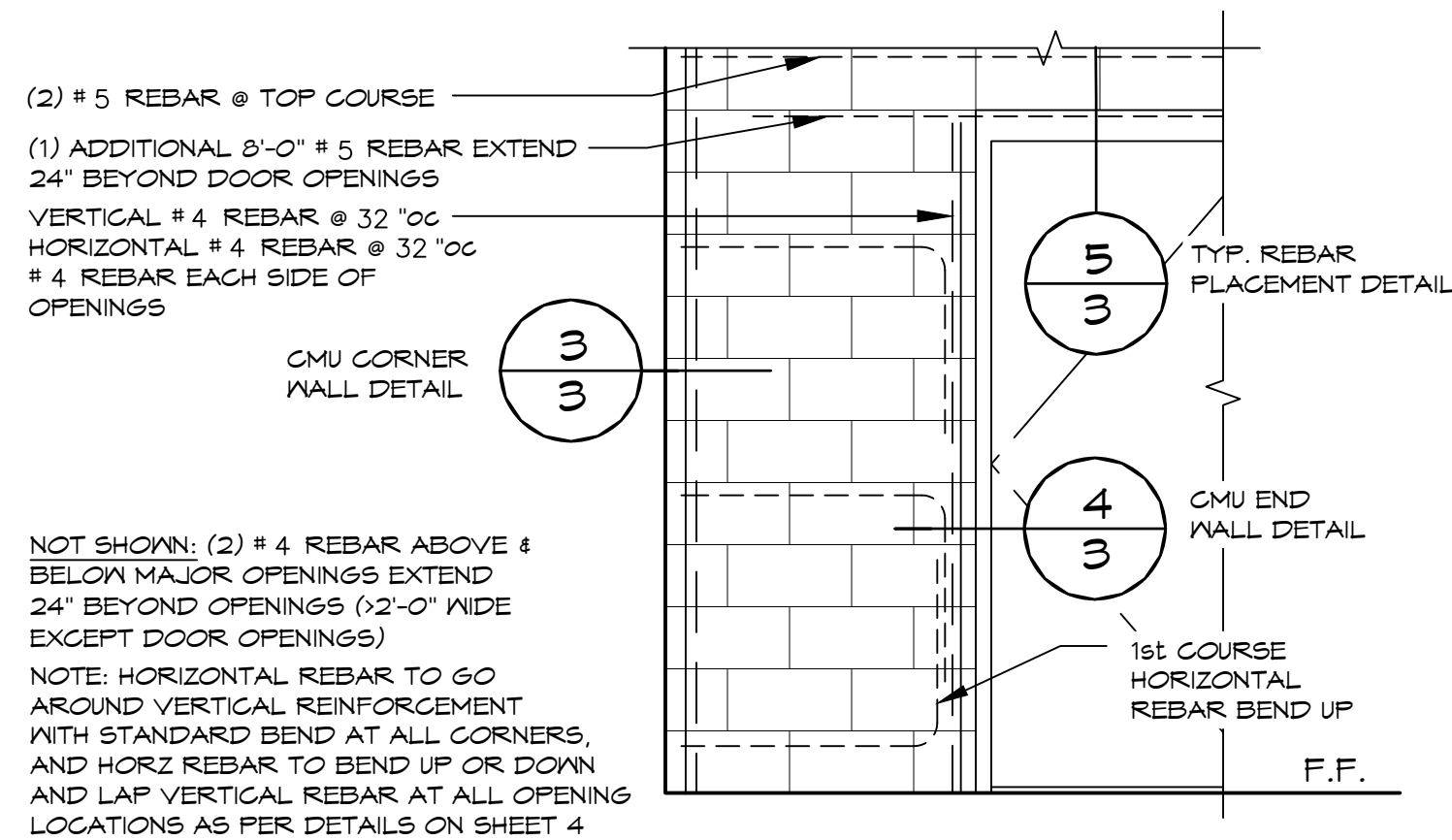
REV.	DATE	BY

REVISIONS:

SHEET NO:

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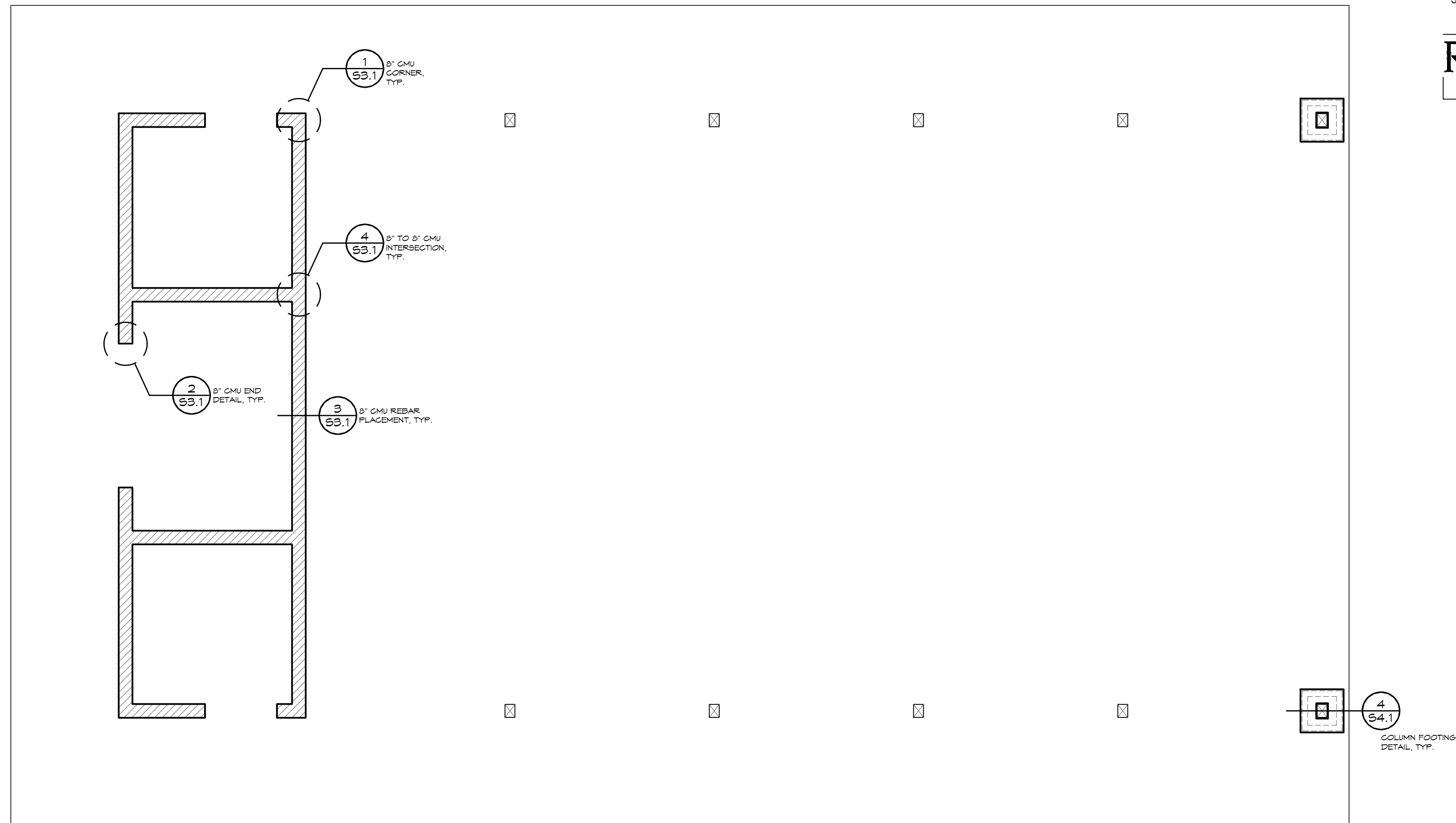


CMU REBAR SCHEDULE		
REBAR	MIN. LAP	BEND DIAMETER
#4	24"	3" MIN.
#5	30"	3-3/4" MIN.

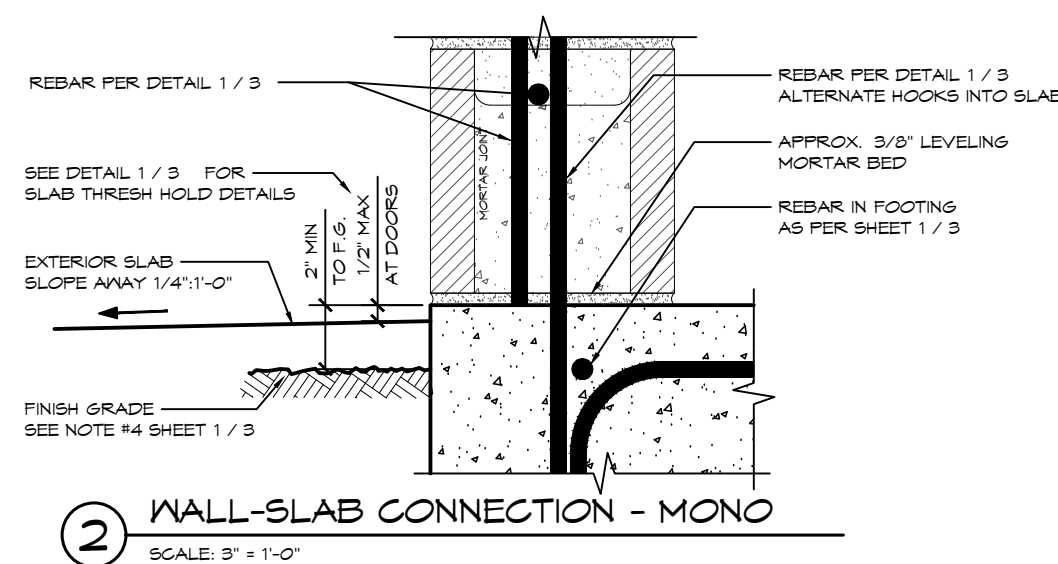
CMU REBAR NOTES:
- BENDS: MIN. INSIDE BEND DIAMETER SHALL BE NOT LESS THAN 6d AS PER TMS 402-16 SECTION 6.1.6.2
- SPLICES: LAP SPLICES ARE PERMITTED AS PER TMS 402-16 SECTION 6.1.6.1.1

PIPES INSTALLED THROUGH CMU WALL NOTES:
- SUPPLY: THE FIXTURE SUPPLY LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE AND THE PORTION OF PIPE LOCATED IN CMU WALL SHALL BE WRAPPED WITH 10MIL BLACK TAPE
- WASTE PIPE: THE FIXTURE WASTE LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE.

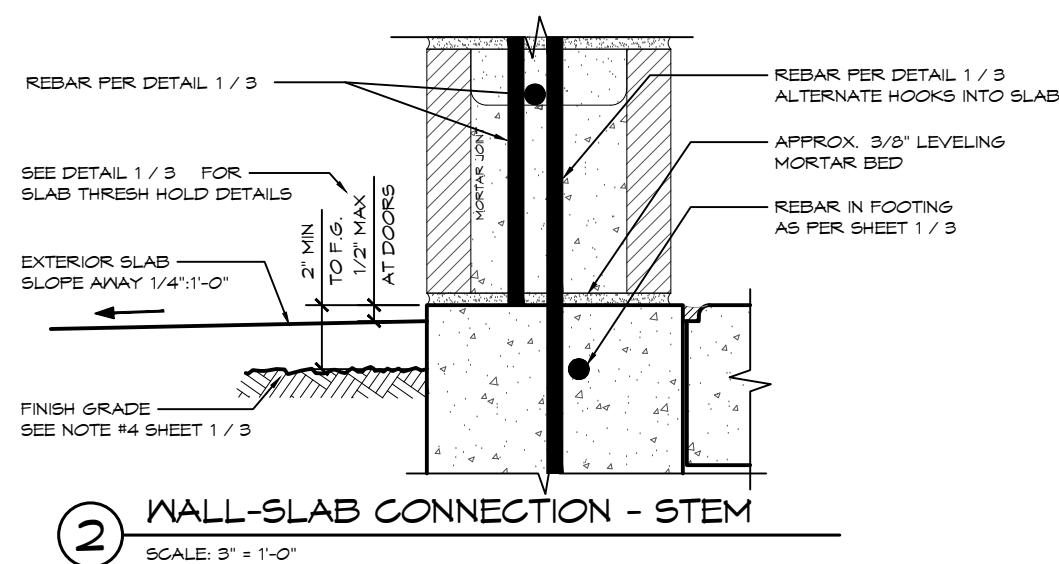
1 CMU REBAR LAYOUT DETAIL
SCALE: 1" = 1'-0"



A STRUCTURAL CMU PLAN
SCALE: 1/4" = 1'-0"

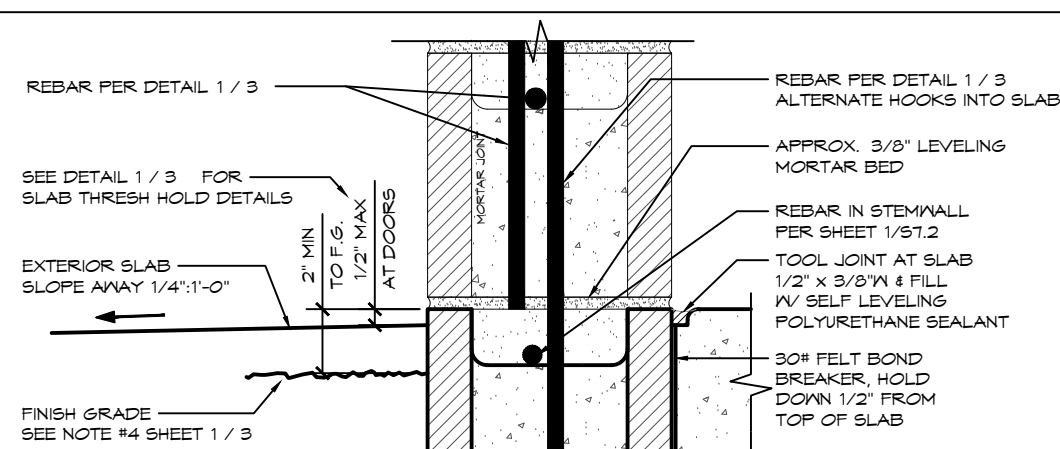


2 WALL-SLAB CONNECTION - MONO
SCALE: 3" = 1'-0"

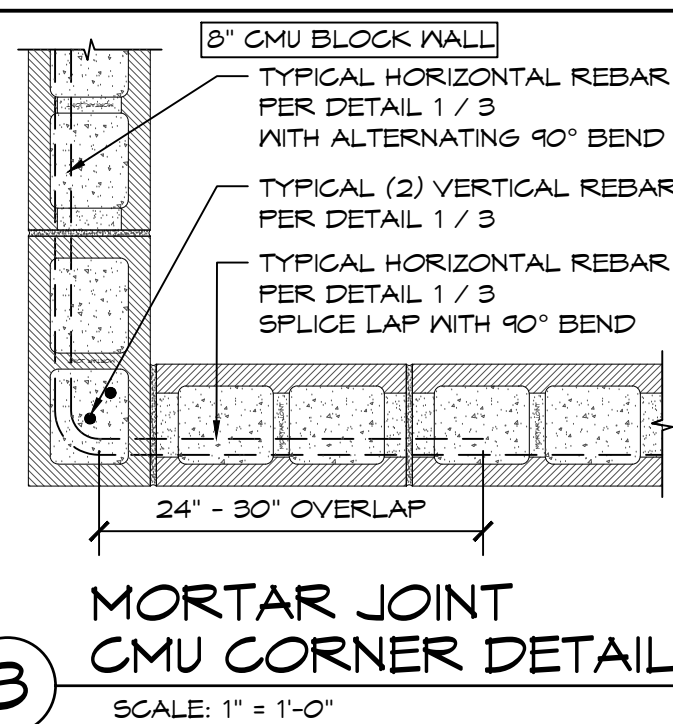


2 WALL-SLAB CONNECTION - STEM
SCALE: 3" = 1'-0"

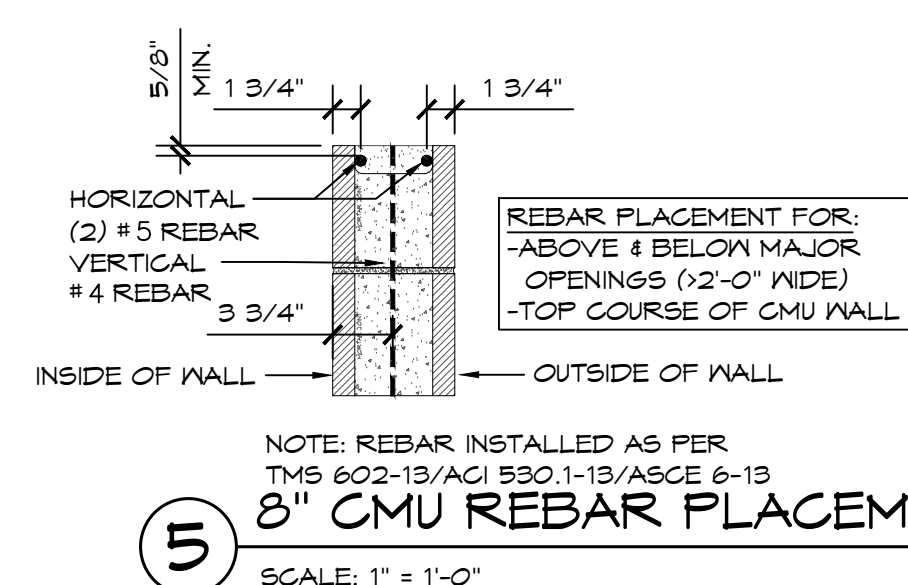
EXTERIOR WALL CONNECTIONS DETERMINED - PER DETAIL 1/4



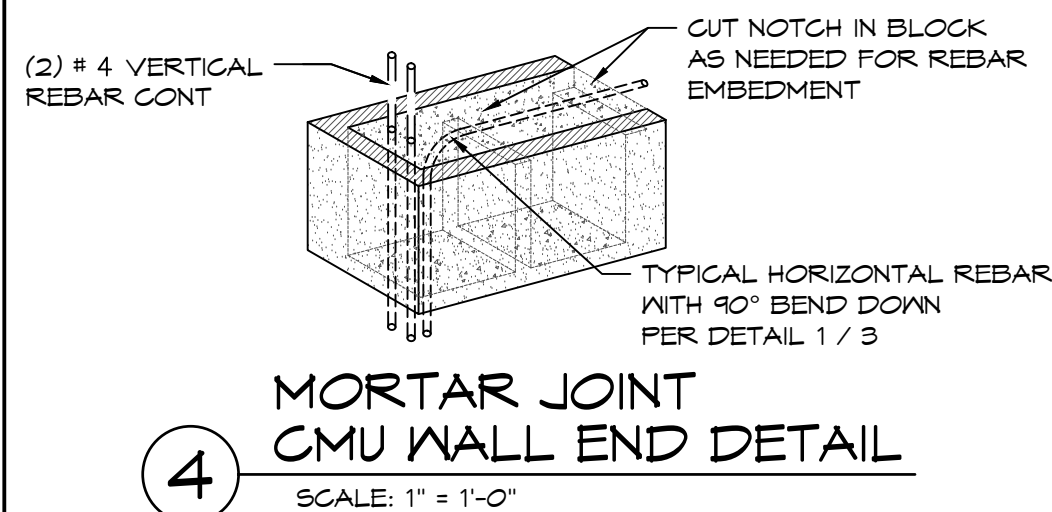
2 WALL-SLAB CONNECTION - CMU STEM
SCALE: 3" = 1'-0"



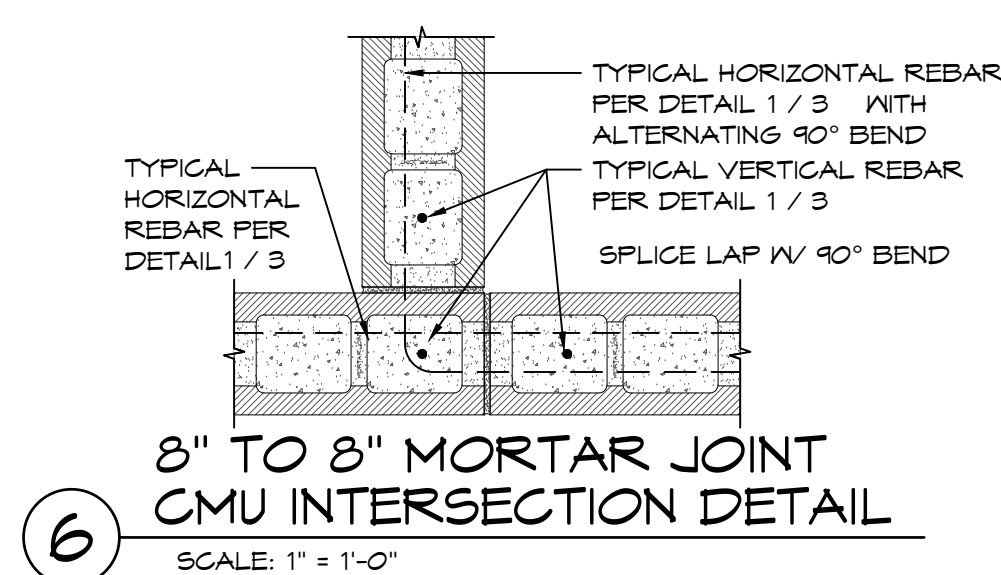
3 MORTAR JOINT CMU CORNER DETAIL
SCALE: 1" = 1'-0"



5 8" CMU REBAR PLACEMENT
SCALE: 1" = 1'-0"



4 MORTAR JOINT CMU WALL END DETAIL
SCALE: 1" = 1'-0"



6 8" TO 8" MORTAR JOINT CMU INTERSECTION DETAIL
SCALE: 1" = 1'-0"

PROJECT: MC611 PARK PHASE 2B - RESTROOMS & PAVILION
CANAL WINCHESTER, OHIO

PROJECT #: 2792
DATE: 09/09/25

DRAWN BY: JMW/JRM/DH

REV. DATE BY

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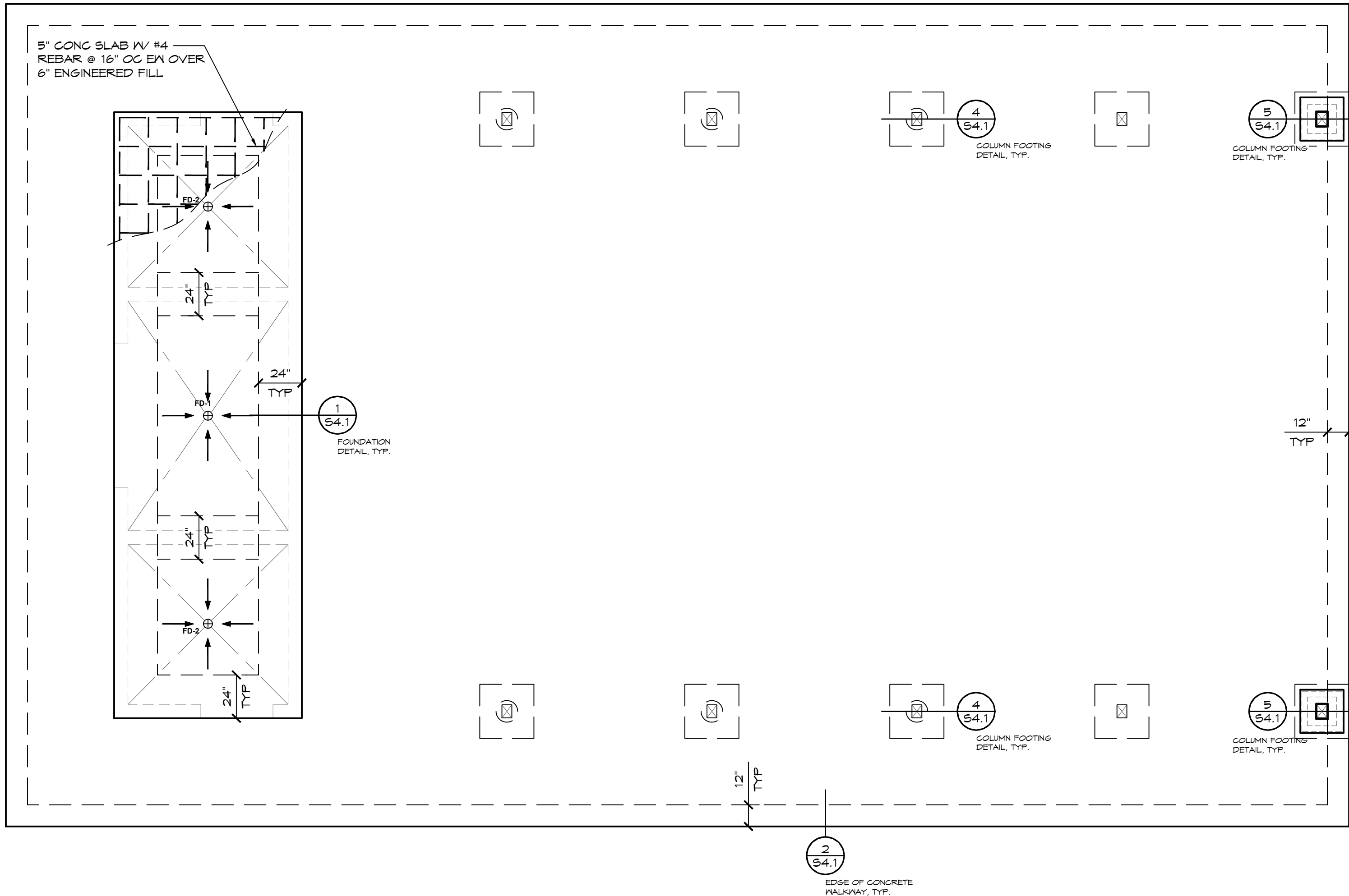
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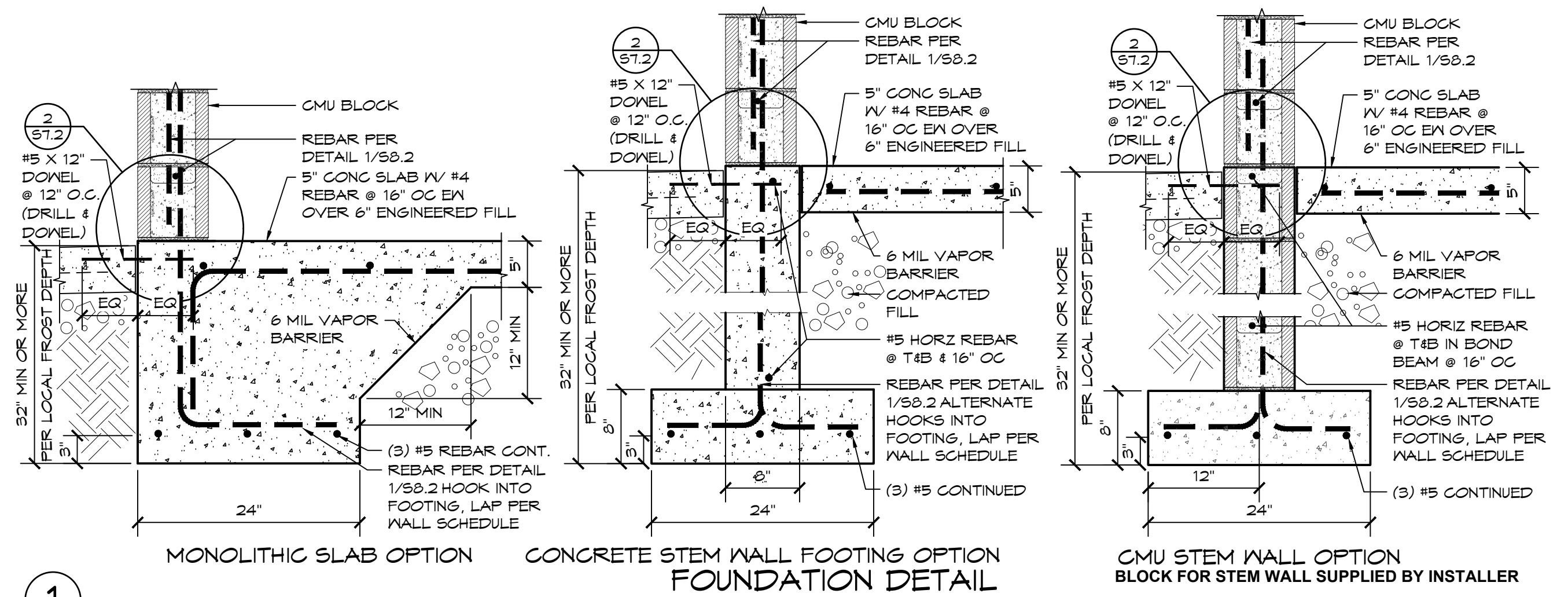
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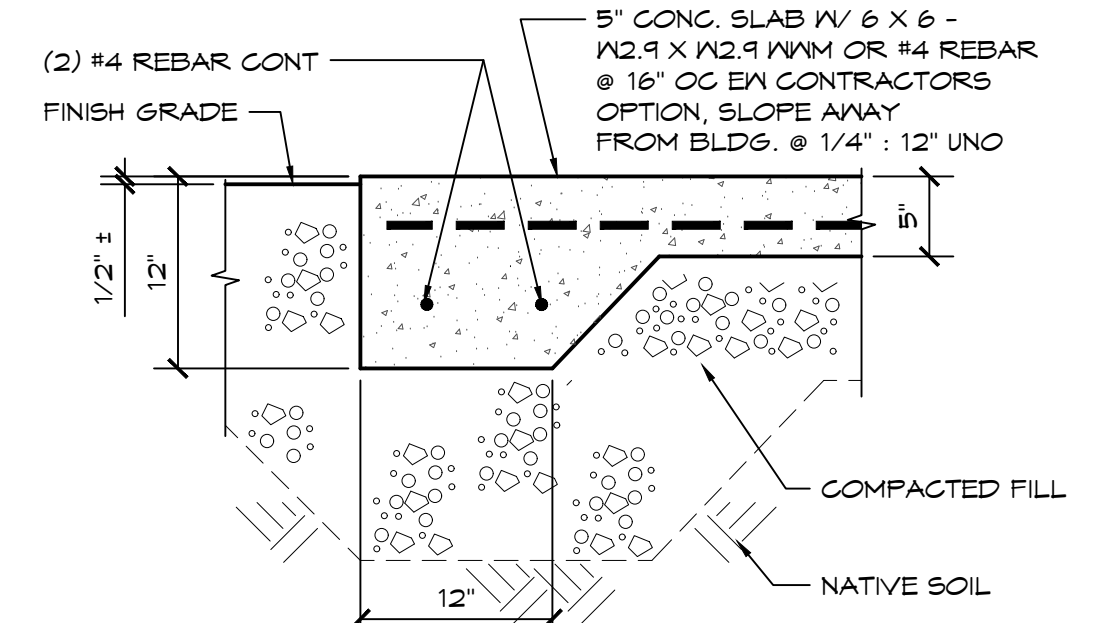


A FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

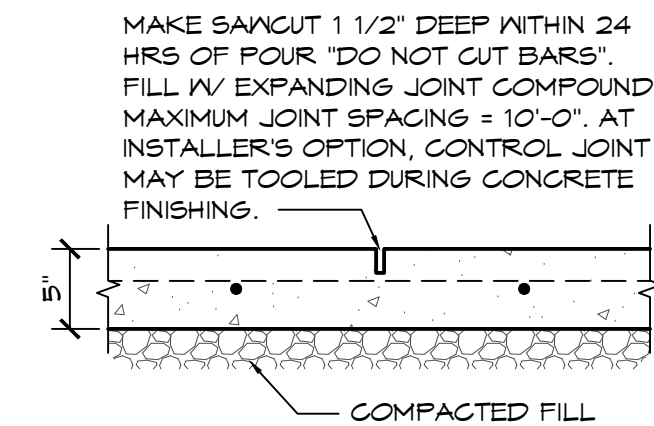


GENERAL NOTES:
* WHEN USING EITHER STEM WALL OPTION RECESS STEM WALL THE THICKNESS OF SLAB AT DOOR THRESHOLD
* PRIVACY WALLS TO HAVE A 30" WIDE X 12" DEEP FOOTING, IF APPLICABLE
* CMU STEM WALL OPTION, CMU BLOCK IS BY INSTALLER
* VERTICAL REBAR IN SLAB/STEM WALL TO MATCH VERTICAL WALL REINFORCEMENT LAP PER WALL SCHEDULE

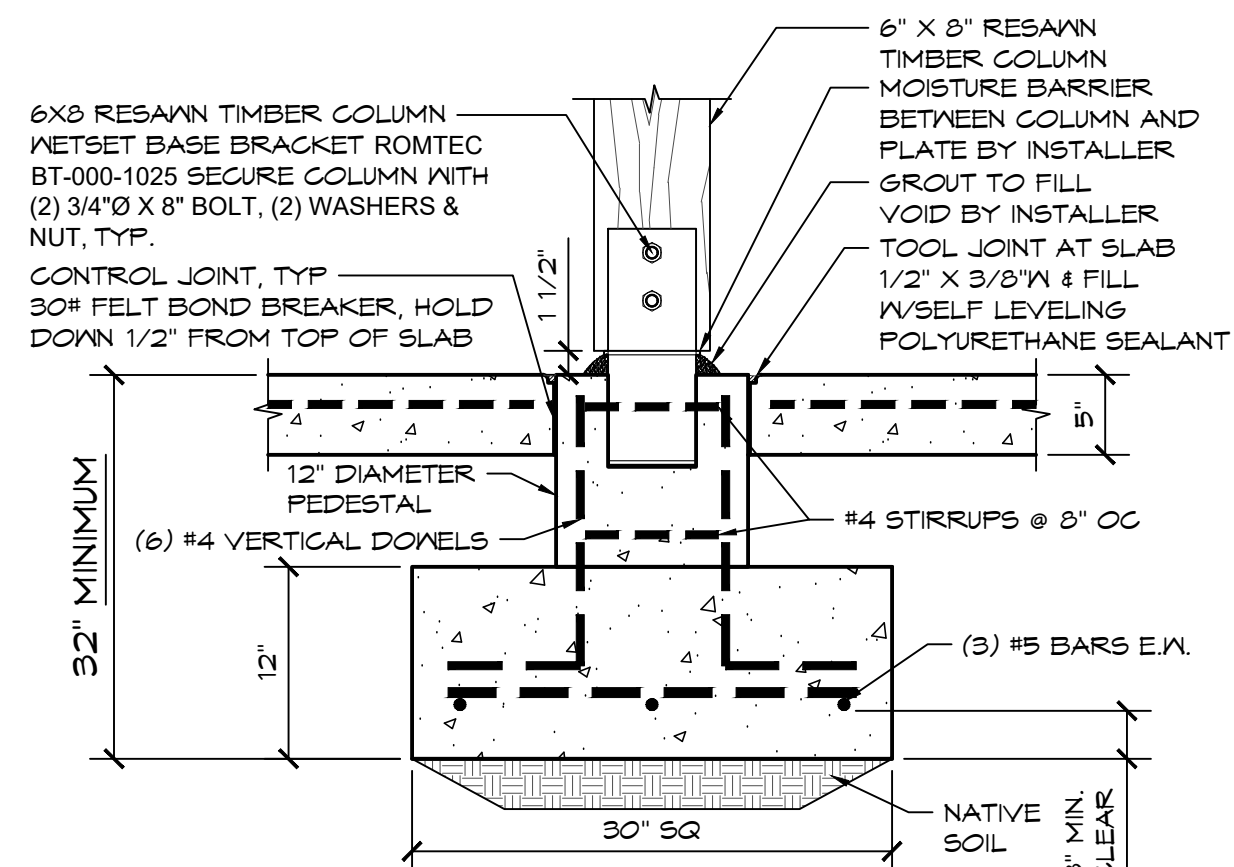
FOUNDATION DESIGN SHOWN HERE IS PRELIMINARY AND SUBJECT TO CHANGE. FINAL FOUNDATION DESIGN TO BE DETERMINED DURING THE FORTHCOMING FULL DESIGN PHASE FOR THE BUILDING. ANY INCREASED COSTS OR TIME NEEDED TO CONSTRUCT THE FINAL FOUNDATION DESIGN IS BETWEEN THE END OWNER AND THE BUILDING INSTALLER.



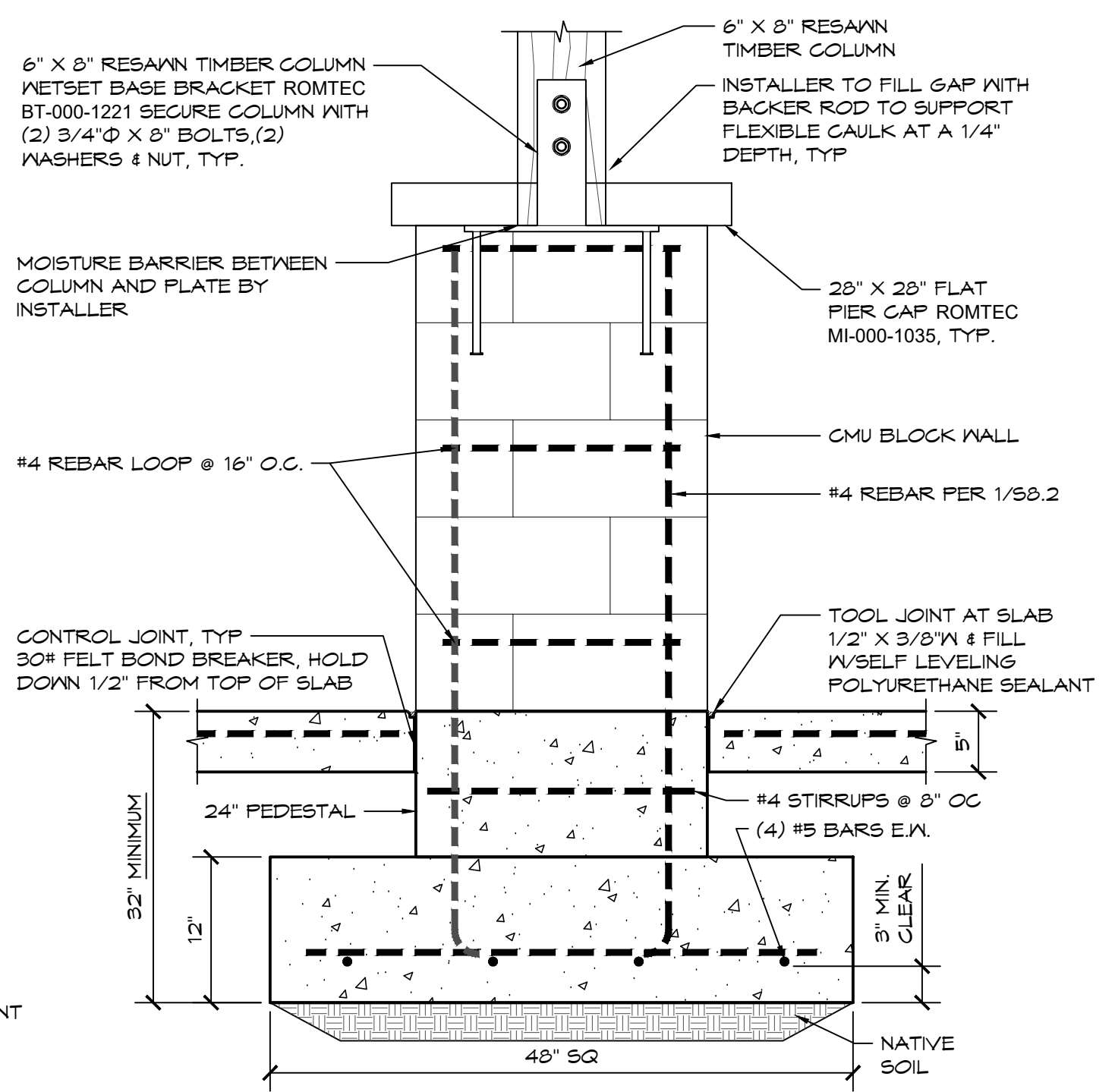
2 EDGE OF CONC. WALKWAY
SCALE: 1" = 1'-0"



3 SAWCUT JOINT
SCALE: 1" = 1'-0"



4 COLUMN FOOTING DETAIL
SCALE: 1" = 1'-0"



5 COLUMN FOOTING DETAIL
SCALE: 1" = 1'-0"

PRELIMINARY

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE 'SCOPE OF SUPPLY AND SERVICES' LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

ROMTEC
www.romtec.com
(541) 495-3541 FAX (541) 495-2853

PROJECT: MCCELL PARK PHASE 2B - RESTROOMS & PAVILION
CANAL WINCHESTER, OHIO
SHEET TITLE: FOUNDATION PLAN & DETAILS
PROJECT #: 2792
DATE: 09/09/25
DRAWN BY: JMW/JRM/DH
REVISIONS:
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S4.1

McGILL PARK PHASE 2B

SECTION 13 34 23 - PRE-ENGINEERED ROMTEC BUILDING

Specification Date: 9/11/2025

SECTION 1: BUILDING PACKAGE OVERVIEW

1.1 SUMMARY

- A. **Owner** will provide a pre-engineered **Romtec** building package for onsite installation by the **building installer** and/or **contractor** (see definitions and scope of work in sections below).
- B. The following is an overview of the scope and products included in the **Romtec** building package.

1.2 OVERVIEW

- A. Building package design, engineering, and furnishing all specified building package components shall be provided by Romtec, Inc.
- B. The building and its concrete footings, foundation, and slab shall be engineered by **Romtec** to meet site specific conditions including wind and snow loading, local frost depth, and ground conditions.
- C. Building shall be designed to meet local codes and permitting authority approvals for permanent structures.
- D. The reviewing authority reserves the right to review or reject all submittals at its sole discretion.
- E. All work and materials shall comply with the latest industry building codes and regulations for the state where the project is located.
- F. Americans with Disabilities Act Accessibility Guidelines (ADAAG) will be followed in design, manufacture, and construction.

1.3 DESIGN & SUBMITTAL DOCUMENTATION

- A. **Romtec's** work shall include the design of the architectural, mechanical, structural, and electrical components that will be required for this building.
- B. The building will be designed as a complete building package to be delivered to the job site for construction on-site by the **building installer** and/or **contractor**.
- C. **Romtec** shall submit the packaged restroom building preliminary Scope of Supply and Design Submittal (SSDS), including the building plan view and elevation drawings.
- D. **Romtec** will provide complete submittal documentation in the **Romtec's** standard electronic submittal format for review.
- E. The preliminary SSDS will be reviewed by relevant parties and returned to **Romtec** with any required revisions to the terms, product data sheets, and/or building plan view and elevation drawings noted as comments.
- F. **Romtec** shall make any required corrections or revisions and resubmit the preliminary SSDS until the preliminary SSDS is approved by the relevant parties.
- G. Once the preliminary SSDS has been approved, **Romtec** will provide full sealed plan sets stamped by an engineer licensed in the state that the building is located for review by the permitting authority.
- H. Up to three (3) wet stamped sets of the plans and structural calculations shall be provided by **Romtec** before any additional fees apply. Standard plan set size is 11" x 17".
- I. Permitting authority will review the full sealed plan set and return with any required revisions or corrections noted as comments.
- J. **Romtec** shall provide one full round of sealed plan revisions in response to permitting authority comments before any additional fees are allowed.
- K. The following sections shall be included in **Romtec's** preliminary Scope of Supply and Design Submittal. Incomplete submittals will be rejected and returned for revision.
 - 1. INTRODUCTION
 - 2. BUILDING DESIGN,
 - (a) SUPPLIED ITEMS
 - (b) EXCLUDED ITEMS
 - (c) PLAN VIEW AND ELEVATION DRAWINGS
 - 3. PRODUCT DATA
 - 4. WARRANTY & LIMITATIONS

Note: Overall site plan is not part of **Romtec's** scope.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. **Romtec's** freight shall be based on delivering the product on a 48' to 53' flatbed or van truck and trailers, or as close to those dimensions as can legally access the site. Overall dimensions of the truck and trailers are: 70' overall length, 102" wide and 168" high.

- B. **Romtec** shall deliver organized building package components in stages as shrink-wrapped pallets that correspond to a typical sequence of construction. A bill of material stating the stages of palletized components shall be included with every delivery. All stages as applicable.
 - 1. Stage 1 pallets shall include structural components such as block, frames, vents, beams, connectors, trusses, etc.
 - 2. Stage 2 pallets shall include second stage structural components such as filler wall material, windows, skylights, roofing, etc.
 - 3. Stage 3 pallets shall include structural finish components such as siding material, tile, doors etc.
 - 4. Stage 4 pallets shall include plumbing and electrical fixtures and other finish materials such as toilets, sinks, drinking fountains, electrical fixtures, accessories, etc.
- C. **Romtec** shall coordinate the delivery with the receiving entity (**owner, building installer, and/or contractor**) as appropriate.

1.5 WARRANTY

- A. The building package and all associated components provided by **Romtec** shall be warranted against defects in materials and workmanship for a period of not less than one (1) year from the date of acceptance. Acceptance is the date of delivery of the building package, or, if delivery is delayed for any reason beyond **Romtec's** control, the date that the building and all its associated components were ready to deliver.
- B. **Romtec** shall pass through to owner all relevant manufacturers warranties for individual products and components of the building package.

SECTION 2: BUILDING PACKAGE PRODUCTS

2.1 MANUFACTURER

- A. Romtec, Inc.,
18240 North Bank Road, Roseburg, OR 97470
Tel: 541-496-3541; Fax: 541-496-0803; Email: RIsales@romtec.com
Web: www.Romtec.com

2.2 BUILDING DESCRIPTION

- A. Refer to plans for quantities, dimensions, locations, and installation methods for the materials and items described in this section.
- B. Building dimensions shall match what is indicated on drawings.
- C. **Romtec** will supply the building package products to **owner**.
- D. **Owner** will supply the Romtec building package products to **building installer** and/or **contractor**.

2.3 PLUMBING FIXTURES & ACCESSORIES

- A. Toilet shall be floor mount, top supply, white vitreous china.
 - 1. Flush valve shall be a chrome, manual lever with ADA compliant metal oscillating non-hold-open handle.
- B. Lavatory shall be 19 in. x 17 in. white vitreous china and wall hung with anti-splash rim and concealed front overflow.
 - 1. Faucets shall be deck mounted single hole single supply metering, sink faucet.
- C. Grab bars shall be stainless steel.
- D. Toilet paper dispenser shall be stainless steel, wall mount with two-roll capacity.
- E. Surface-mounted towel dispenser shall be fabricated of type heavy duty, 22 gauge stainless steel with exposed surfaces in satin finish. Refill indicator on face of cabinet. Tumbler lock to secure hinged front panel. Towel dispenser capacity 525 multi-fold or 400 C-fold towels.
- F. Surface mounted automatic soap/sanitizer dispenser, with face formed with contemporary contours. Capacity shall be 27 oz (800 ml). Dispenser shall accommodate liquid soap, liquid hand sanitizer, and/or gel sanitizer, and shall be equipped with hinged cover and completely concealed mounting plate. Vandal resistant filler hole cover and sight gauge. Corrosion-resistant liquid soap/gel sanitizer valve; peristaltic tube with self-contained valve/nozzle.
- G. Drinking fountain to be Haws stainless steel, bi-level with bottle filler and freeze protection.
 - 1. Surface mount, stainless steel guard rails.

2.4 ELECTRICAL

- A. Interior and exterior light fixtures
 - 1. Exterior lights: RAB Lighting, CDLED2W-20W-WW930-K
 - 2. Exterior lights controlled by photocell.
 - 3. Interior restroom lights to be recessed LED light fixtures.
 - 4. Interior surface mount, 48" LED light fixtures located in the mechanical room only.
 - 5. Restroom lights controlled by motion sensor.

- 6. Mech room lights controlled by switch (switches by installer).
- B. Water heater to be 20-gallon electric tank 2.5kw with 2-gallon expansion tank.
- C. Surface mount, 1000 - 2750-Watt wall heater in mechanical room only.
- D. Mechanical exhaust package with inline fans and heated intake air.
- E. Main breaker panel.
 - 1. Breaker Panel shall be 200 Amp, single-phase.

*Note: Breaker panel shall be sized to accept only the loads of the **Romtec** electrical fixture package. **Romtec** should modify the main breaker panel as needed to be most efficient based on any design changes.*

2.5 STRUCTURE

- A. Concrete Masonry Units (CMU).
 - 1. Walls shall be constructed of 8"W x 16"L x 8"H smooth-face mortar joint concrete masonry units (concrete blocks).
 - 2. Blocks shall be manufactured to ASTM C90 designation for load bearing concrete masonry units.
 - 3. Block color to be **Gray**.
- B. Exterior wall to have insulation finished with fiber cement board and batten siding (*installer painted*) above stone veneer.
 - 1. Gable ends to be finished with fiber cement lap siding (*installer painted*).
 - 2. Siding shall be mounted over OSB sheathing.
 - 3. Stone: Dutch Quality – Kentucky Limestone
 - 4. Caps: Dutch Quality – Hearthstone, flagg
- C. Sanitary tile cove base on interior restroom walls.
- D. Door system components
 - 1. Doors shall be Steelcraft® SL18 standard laminated honeycomb core and 18-gauge galvanized steel.
 - 2. Door frame shall be pre-welded Steelcraft® 3-Sided flush frame, 16-gauge galvanized A-60 steel.
 - 3. Doors and frames to be powder coated **black**.
 - 4. Masonry door clips (3/16" dia.) for door frame shall be fitted between the doorframe and concrete blocks to bond frame to wall. Door clips allow full internal grouting of the frame during installation.
 - 5. Hinges shall meet ANSI A5112 with non-removable pin and two ball bearings.
 - 6. Hager 5100 Series Grade 1 door closer is constructed of cast iron, which makes it ideal for heavy duty, high use and abusive environments.
 - 7. Door to have 0.038" gauge, stainless steel protection plates.
 - 8. Doors to have aluminum alloy 6063, T5 temper mill finish saddle thresholds, model 424E.
 - 9. Doors to have aluminum alloy 6063, T5 temper synthetic rubber polymer blend neoprene sweeps, model 200NA, anodized aluminum finish.
 - 10. Door lock shall be Schlage L9080 per City Standards.
 - 11. Restroom doors to have Schlage L9486 door locks per City Standards.

2.6 ROOFING

- A. Roof system shall consist of wood truss package.
 - 1. Includes the following items:
 - (i) Batt insulation.
 - (ii) 1"x4" Cedar Trim
 - (iii) Simpson anchors/ties
 - (iv) Roof Sheathing
 - (v) Lumber for truss blocking, top-of-wall blocking, eave/vent blocking
 - (vi) Vents
 - (vii) Ice and water shield
 - (viii) Interior trim boards
 - 2. Tongue & groove decking shall be 2x6 V-edge deck boards, select deck Douglas fir.
- B. Roof extension with arched glulam beam and timber columns.
 - 1. All exposed steel brackets to be powder coated **black**.
 - 2. The two (2) end column bases to be smooth-face CMU block wrapped with stone veneer.
- C. Roofing shall be Fabral, 26-gauge, Horizon 16, standing seam panels, with 16 in. coverage width.
 - 1. Roofing package shall include inside and outside foam closures, matching trim (eaves, gables, and ridge) and fasteners, sheet metal flashing (all sides), and 30# felt (under metal).
 - 2. Roofing color to be **True Black 882**.

SECTION 3: BUILDING INSTALLER SCOPE

The installing contractor or subcontractor, hereafter designated as the **building installer**, is responsible for building package installation. **Building installer** work will generally include foundation/pad construction and building package assembly/construction.

Note: Romtec's scope is separate from the building installer's scope. Romtec, Inc., is the approved building package supplier, not a designated building installer.

3.1 CONSTRUCTION SUBMITTALS

- A. If required by **owner** and/or reviewing authority, **building installer** shall submit product data sheets and relevant information about the specified **building installer** supplied products below for review and approval.

3.2 WARRANTY

- A. **Building installer's** work shall be warranted against defects in materials and workmanship for a period of not less than one (1) year from the date of acceptance. Acceptance is the date that installation work for the building package is completed, including any relevant final punch list. If final acceptance of the completed building is delayed for reasons beyond **building installer's** control, the warranty shall be one (1) year from the completion of **building installer's** installation work and demobilization.
- B. **Building installer** shall pass through to owner all relevant manufacturers warranties for individual products and components supplied by **building installer**.

3.3 STRUCTURE

- A. Masonry (concrete) grout shall be supplied and installed by **building installer**.
 - 1. Grout shall have a minimum compressive strength of 2,500 psi at 28 days, 9+/-1" slump, with max ½" aggregate, or as required in final approved plans.
 - 2. Fine or coarse grout may be used in accordance with 2009 UBC.
 - 3. All CMU block must be fully grouted and may not be wetted.

Note: If required for installation, building installer will be responsible for providing appropriate equipment and labor for notching CMU block for bond beams, cutting CMU block to make any required shapes, and/or grinding CMU block for fixture mounting.

- B. Rebar for walls shall be supplied and installed by **building installer**.
 - 1. All walls shall have # 4 and # 5 rebar. See final approved plans for spacing.
 - 2. All rebar used in the building must meet ASTM A615 manufacturing standards and is to be placed per the final approved plans.
- C. Interior block wall finish shall be latex epoxy paint supplied and installed by **building installer**.
- D. Interior floors to be sealed concrete finish supplied by **building installer**.
- E. Sealant for all exposed wood shall be supplied and installed by **building installer**.
- F. Sealant for all exterior CMU block is required, to be supplied and installed by **building installer**.
- G. Fiber cement siding is primed to be painted on-site by **building installer**.
 - 1. Siding to be painted white with black trim to match existing building.
- H. Rain gutters and downspouts are supplied and installed by **building installer**.
- I. Access Control System to be provided by "City Wide Solutions" per City Standards to be supplied and installed by **building installer**.

3.4 ELECTRICAL

- A. Electrical rough-in, installation and trim shall be provided by **building installer**.
 - 1. All underground and/or overhead service to building shall be as specified in the final site plan.
 - 2. **Building installer** is responsible for all necessary wire, connectors, grounding, conduit, and related items to install the building package electrical components and meet all relevant national, state, and local codes.
 - 3. **Building installer** shall supply and install all switches and outlets required to complete the building package installation.

3.5 CAST IN-PLACE CONCRETE FOR BUILDING PACKAGE

- A. All equipment, labor, trades, and materials for cast-in-place concrete shall be provided by **building installer**.
 - 1. Includes all materials and labor for building package foundations/footings and interior slabs.
- B. Footings for the building package are to be dug by the **building installer** and poured on-site to meet local code for permanent structures. A prefabricated, modular mat placed on compacted base is not an accepted equal to a site specific, site poured, engineered foundation.
- C. Engineered fill shall be ¾" minus crushed aggregate around footings, foundations, and slabs, or as required in the final approved plans.
- D. Slab vapor barrier shall be 6-mil continuous plastic under the concrete slab, or as required in the final approved plans.

- E. The foundation shall be installed as designed with all cast in-place concrete poured to dimensions specified, or as required in the final plans.
 - 1. Footings will be built to minimum 24" depth or greater if required by local frost depth or permitting authority.
 - 2. Minimum compressive strength of foundation concrete shall be 3,000 psi at 28 days, 4" +/-1" slump, with max ¾" aggregate, cured in accordance with ACI 308, or as required in approved final plans.
 - 3. Slabs shall have a fine broom finish with joints required in flat work as shown on plans.
 - 4. Steel rebar shall be installed as specified in final plans.
- F. **Building installer** shall supply and install concrete slab sealer.
 - 1. Concrete slab sealer shall be a water-based, transparent curing, sealing and dust proofing compound with two (2) coats to be applied per manufacturer's instructions.

3.6 PLUMBING

- A. Plumbing rough-in, installation and trim within 10' of the building footprint shall be provided by **building installer**.
 - 1. All underground water service and sewer drain(s) from building to be as specified in final approved site plan.
 - 2. Building water shutoff valve, drain, and all rough piping shall be as shown on final building plans. Final installation location to be determined onsite.
 - 3. Install the building package plumbing fixtures per the final approved plans.
 - 4. Piping shall be installed per the final approved plans with minimum pipe sizing per 2009 Uniform Plumbing Code Section 610.
- B. Floor drains in the building shall be supplied and installed by **building installer**.
 - 1. All floor drains shall be as shown on final approved plans.
- C. Backflow Preventer to be supplied by **building installer**.

3.7 OTHER MATERIALS & EQUIPMENT

- A. Unless otherwise specified, the following products and materials are supplied by **building installer** (if applicable).
 - 1. Building package installation
 - 2. Cast-in-place concrete foundations, footings, interior slabs
 - 3. Concrete slab sealer
 - 4. Mortar
 - 5. Concrete grout
 - 6. Rebar
 - 7. Latex epoxy paint
 - 8. Caulk for siding
 - 9. Plumbing rough in, installation and trim
 - 10. Electrical rough in, installation and trim
 - 11. Switches & outlets
 - 12. Typical fasteners; for example: roofing nails, staples, etc.
 - 13. Fasteners not included in product packaging
 - 14. Wood sealant for all decking, glulam beams, posts, and extensions
 - 15. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by **owner** or **contractor**.

3.8 DELIVERY, STORAGE, AND HANDLING

- A. The **building installer** will coordinate with **owner** and/or **Romtec** to receive delivery of the building package onsite. This includes all equipment and labor required for off-loading of the delivered building package.
- B. The **building installer** will assume responsibility for adequate protection and maintenance of delivered building package materials from weather, damage, and pilferage during installation work. Any failure to adequately protect building package materials that affects the warranty of those materials will be at **building installer's** expense.
- C. **Building installer** shall collect and maintain for final delivery to owner any operation & maintenance manuals included by individual product manufacturers with their respective product packaging. Any failure to collect, maintain, and/or deliver these O&M manuals to the **owner** that results in fees from **Romtec** for additional copies shall be at **building installer's** expense.

SECTION 4: CONTRACTOR SCOPE ITEMS

The items in this section may be provided by the same **building installer** as defined in Section 3 above (typically when a single entity is acting as both the **building installer** and **contractor**), or the items in this section may be provided by a separate entity such as a general contractor or site contractor, hereafter designated as **contractor** (typically when the **building installer** is a separate subcontractor). **Contractor** work will generally include site preparation and grading, excavations for structures, backfill and/or structural backfill, and any site or utility work outside the building package footprint.

Items in this section are generally to be completed prior to **building installer** beginning its installation work described in Section 3 above.

4.1 CONSTRUCTION SUBMITTALS

- A. If required by **owner** and/or reviewing authority, **contractor** shall submit product data sheets and relevant information about the specified **contractor** supplied products below for review and approval.

4.2 WARRANTY

- C. **Building installer's** work shall be warranted against defects in materials and workmanship for a period of not less than one (1) year from the date of acceptance. Acceptance is the date that installation work for the building package is completed, including any relevant final punch list. If final acceptance of the completed building is delayed for reasons beyond **building installer's** control, the warranty shall be one (1) year from the completion of **building installer's** installation work and demobilization.
- A. **Building installer** shall pass through to owner all relevant manufacturers warranties for individual products and components supplied by **building installer**.

4.3 ELECTRICAL

- A. Incoming electrical utility lines to within approximately 10' of the building shall be provided by **contractor**.
 - 1. All underground and/or overhead service to building shall be as specified in the final site plan.
 - 2. Electric meter base and all rough wiring, switches, plugs and circuit breakers shall be as shown on final plans.
 - 3. **Contractor** supplies and installs the meter base and meter.

4.4 CAST IN-PLACE CONCRETE FOR BUILDING EXTERIOR

- B. All equipment, labor, trades, and materials shall be supplied by **contractor**.
 - 1. Includes all materials and labor for exterior/entry slabs and sidewalks.
- C. Refer to drawings for sidewalks and entry slabs.
 - 1. Minimum concrete compressive strength of 2,500 psi at 28 days.
 - 2. Remesh or rebar reinforcement shall be used in sidewalks.
 - 3. All sidewalks shall be finished with a fine broom with control joints installed per the final approved site plan.

4.5 PLUMBING

- A. Incoming plumbing to within approximately 10' of the building shall be provided by **contractor**.
 - 1. All underground water service and sewer drain(s) from building to be as specified in final approved site plan.
 - 2. Building water shutoff valve is to be supplied and installed by **contractor**.
 - 3. **Contractor** is responsible to ensure that incoming water pressure is sufficient to meet building package fixture demands.
 - 4. Minimum water pressure at toilet and urinal flush valves shall be 40 psi with minimum pipe sizing as per 2009 Uniform Plumbing Code Section 610, or as required in final approved plans.
- B. Water line drain valve shall be supplied and installed by **contractor**.
- C. Sewer line backflow check valve shall be supplied and installed by **contractor**.

4.6 OTHER MATERIALS & EQUIPMENT

- A. Unless otherwise specified, the following products and materials are supplied by **contractor**.
 - 1. All items not specifically listed as supplied by **owner** or **building installer**.
 - 2. Any item listed as supplied by "contractor" or "others".
- B. Unless specified in the plans or submittals, **contractor** supplies the following (if applicable):
 - 1. Incoming electrical, water, sewer, and gas utilities.
 - 2. Asphalt paving
 - 3. Masonry pavers
 - 4. Sidewalks
 - 5. Landscaping
 - 6. Site grading
 - 7. Exterior/entry slabs

8. Drain valves and backflow check valves
9. Branch circuit breakers
10. Irrigation Equipment
11. Fire alarm and fire suppression equipment
12. Lighting equipment not attached to the building.
13. All other items exterior of the building footprint indicated on final plans or required by building codes which are not specifically stated as supplied by **owner** or **building installer**.

4.7 DELIVERY, STORAGE, AND HANDLING

- B. The **contractor** will assume responsibility for adequate protection and maintenance of the installed building package materials after completion of installation work by **building installer**. Any failure to adequately protect building package materials that affects the warranty of those materials will be at **contractor's** expense.

SECTION 5: OWNER'S SCOPE

5.1 ONGOING MAINTENANCE

- A. **Owner** is responsible for ongoing maintenance of the completed restroom building after completion of work by building installer and contractor.

5.2 SITE PLAN

- A. **Owner** (or owner's site engineer) is responsible for providing the final approved site plan to **Romtec** and/or **building installer**.

5.3 SPECIAL INSPECTION

- A. If required, special inspection(s) services shall be provided by **owner**.
- B. If special inspection(s) are required by the permitting authority or relevant agency(ies), then **Romtec, building installer**, and/or **contractor** shall provide reasonable assistance to the **owner** to accommodate the special inspection(s).

5.4 DELIVERY, STORAGE, AND HANDLING

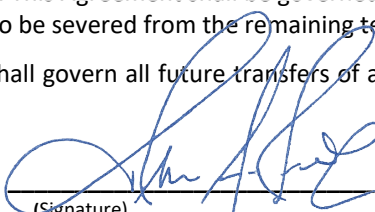
- C. **Owner** will coordinate with **Romtec, building installer**, and/or **contractor** to receive delivery of the building package onsite.

EMH&T Project Number: 2024-1062 User (Company): _____
EMH&T Project Name: McGill Park Phase 2B EMH&T Contact: Shane Spencer
ISSUED IN: US Survey Foot Measurement ☒ (or) International Foot Measurement _____
Data to Be Released:
AutoCAD base files

RELEASE FOR ELECTRONIC DATA

The User identified above ("User") desires to use electronic media copies of computer generated drawings or other data ("Electronic Data") prepared by EMH&T or its consultants in connection with the Project referenced above ("Project"), and agrees to the following in relation to such use:

1. EMH&T is not providing professional services by delivering Electronic Data pursuant to this Agreement.
2. The Electronic Data and all derivations thereof are being provided in an as-is condition to be used solely by User. EMH&T makes no representations as to the completeness or accuracy of the information contained therein. **EMH&T HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO THE ELECTRONIC DATA.**
3. The use of the Electronic Data is at the User's own risk. The User is responsible to confirm the Survey measurement, noted above, and assumes full responsibility for proper preparation of its drawings and execution of its work on the Project.
4. The Electronic Data is being provided for the User's reference purposes only and is not a transfer of any of EMH&T's ownership or copyright rights. All rights of EMH&T relative to the Electronic Data, including copyright, remain with EMH&T. Under no circumstances shall the providing of this Electronic Data be deemed to be a sale of goods by EMH&T.
5. The Electronic Data constitutes confidential information of EMH&T and is to only be used by or distributed to the employees of the User who are performing work on the Project.
6. Reproduction or distribution of the Electronic Data to individuals not contemplated in No. 5 above without the written consent of EMH&T is specifically prohibited. If Electronic Data is distributed to such an individual with EMH&T's consent, User shall ensure such individual agrees to be bound by this Agreement.
7. The information contained in the Electronic Data may not accurately reflect subsequent revisions, alterations or deletions to the file. The User acknowledges that conflicts may exist which will result in the User being required to independently verify critical information for its own purposes or revise its own work product to meet final design conditions. Coordination for updates is the responsibility of the User. Only signed, sealed hard copies of the drawings, specifications or other data are considered official project records from which construction is to be performed. User agrees to notify EMH&T of any discrepancies between the Electronic Data and the Project records.
8. User accepts all risks associated with any damages to hardware, software, Electronic Data or computer networks which may arise as a result of or in connection with its use or distribution of the Electronic Data, and EMH&T makes no representations or guarantees regarding the compatibility of these files with respect to the User's or any other entity's hardware or software. The User further acknowledges that EMH&T has no liability to User or any other entity for any damages or losses resulting from User's or other entity's use of the Electronic Data.
9. To the fullest extent permitted by law, User shall defend, indemnify and hold harmless EMH&T from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including, but not limited to, the fees and charges of engineers, architects, construction managers, attorneys, and other professionals) arising out of, or related to the User's use, reproduction, or distribution of the Electronic Data provided under this agreement.
10. By signing this Agreement, the undersigned acknowledges that he/she is duly authorized to sign this Agreement on behalf of the user. This Agreement shall be governed by the laws of the State of Ohio. Any unenforceable provisions shall be deemed to be severed from the remaining terms of this Agreement.
11. This Agreement shall govern all future transfers of additional Electronic Data by EMH&T to the User relative to the Project.

User Representative:  _____
(Signature) (Print Name and Title) (Date)

CITY OF COLUMBUS CONSTRUCTION AND MATERIAL SPECIFICATIONS SUPPLEMENT

This Supplement shall apply where and to the extent that the City of Columbus Construction and Material Specifications, 2018 edition, is expressly incorporated into the Contract Documents via the Owner-Contractor Agreement, or when designated as a Contract Document in the list of Contract Documents in the Owner-Contractor Agreement or is referenced anywhere else in the Contract Documents as one of the Contract Documents.

- 1. Regardless of any terms to the contrary in Division 100 or elsewhere, any directions or orders of the Engineer that will result in an adjustment of the Contract Price or the Contract Time shall require the prior written approval of the Owner. It is expressly understood and agreed that the Engineer does not have authority to authorize changes or modifications in the Contract Price or Contract Time.**
- 2. The Contractor's obligations under this Supplement are in addition to and not in limitation of its other obligations under the Contract Documents.**
- 3. Delays.** Regardless of the terms in this Supplement, all time adjustments shall be subject to a) filing a Claim in accordance with Paragraph 10.05 of the Modified Standard General Conditions of the Contract for Construction (EJCDC C-700, 2002 edition) ("Modified Standard General Conditions"), b) substantiating the Contractor's entitlement to a time adjustment in accordance with Paragraph 12.03 of the Modified Standard General Conditions and c) Item 109.05(c). The Contractor will be entitled to additional compensation for delays but only for those delays described in Paragraph 12.03.B of the Modified Standard General Conditions. As part of the Claims process and as a condition precedent to receiving any additional compensation, the Contractor shall prepare a cost analysis as allowed by Item 109.05(c) substantiating its entitlement to additional compensation.
- 4. Division 100, General Provisions.** The following Division 100 General Provisions of City of Columbus Construction and Material Specifications, 2018 edition, are incorporated in this Supplement, subject to any changes or limitations herein.
 - a. Item 101.02, Abbreviations.
 - b. Item 101.03, Definitions, provided where terms that are defined in the other Contract Documents, the definition in the other Contract Documents shall control, and further provided that the following definitions are deleted, modified and/or added:
 - i. "City" shall mean City of Canal Winchester.
 - ii. Director shall mean the Director of Engineering for the City.
 - iii. Department is deleted.
 - iv. Engineer is deleted.
 - v. "Owner" shall mean City of Canal Winchester.
 - vi. Proposal Form is deleted.
 - vii. Director shall mean the Owner's Representative.
 - viii. "Engineer" shall mean Owner's Representative.
 - ix. Laboratory is deleted.
 - x. Proposal Guaranty is deleted.
 - xi. Subcontractor is deleted.

- xii. Work is deleted.
- c. Item 103.03, Cancellation of Award.
- d. Item 104.05, Right In and Use of Materials Found on the Work.
- e. Item 104.07, Final Cleaning Up.
- f. Item 105.02, Plans and Working Drawings, provided that the review of submittals may be by the Owner or the Engineer in the Owner's discretion.
- g. Item 105.10 Photographs and Videos.
- h. Item 105.11, Inspection of Work.
- i. Item 105.12, Removal of Unacceptable and Unauthorized Work.
- j. Item 105.13, Load Restrictions.
- k. Item 105.14, Maintenance During Construction.
- l. Item 105.15, Failure to Maintain Roadway or Structures, Traffic Control Facilities and Other Appurtenance.
- m. Item 105.16, Borrow and Waste Areas.
- n. Item 106.01, Source of Supply and Quality Requirements.
- o. Item 106.02, Samples, Tests and Cited Specifications, provided that this Item will be optional at the discretion of the Owner. If the Owner elects to proceed under this Item, a) the Contractor without additional cost will provide material samples as required by the Owner, and b) the Owner may conduct such tests as it determines proper.
- p. Item 106.04, Plant Inspection.
- q. Item 106.05, Storage of Materials.
- r. Item 106.06, Handling Materials.
- s. Item 106.07, Unacceptable Materials.
- t. Item 106.08, City Furnished Material.
- u. Item 107.01, Laws to be Observed.
- v. Item 107.02, Permits, Licenses, and Taxes.
- w. Item 107.03, Patented Devices, Materials, and Processes.
- x. Item 107.05, Federal-Aid Provisions.
- y. Item 107.06, Sanitary Provisions.
- z. Item 107.07, Public Convenience and Safety.
- aa. Item 107.08, Barricades and Warning Signs.
- bb. Item 107.09, Maintenance of Traffic.
- cc. Item 107.10, Use of Explosives, provided that both bringing explosives onto the site and any use of explosives shall require the prior written approval of the Owner.
- dd. Item 107.11, Protection and Restoration of Property, provided that the Contractor shall remain responsible for all damage and injury to property until the Project is Finally Complete.

- ee. Item 107.13, Responsibility for Damage Claims.
- ff. Item 107.16, Contractor's Responsibility for Work.
- gg. Item 107.17, Contractor's Responsibility for Utility Property and Services.
- hh. Item 107.18, Furnishing Right-of-Way.
- ii. Item 107.19, Personal Liability of Public Officials.
- jj. Item 107.20, No Waiver of Legal Rights.
- kk. Item 107.24, Indemnification.
- ll. Item 108.01, Subletting of Contract.
- mm. Item 108.04, Limitation of Operations.
- nn. Item 108.05, Character of Workers, Methods, and Equipment.
- oo. Item 108.09, Certified Payroll.
- pp. Item 109.01, Measurement of Quantities, provided that this item will apply only where payment is to be based on the measurement of quantities.
- qq. Item 109.04, Compensation for Altered Quantities.

5. Divisions 200 through 1000. City of Columbus Construction and Material Specifications, 2018 edition, are incorporated in this Supplement as follows.

- a. All references to Division 100 Items in Divisions 200 through 1000 shall be to the Division 100 Items as modified in this Supplement.
- b. Where Division 100 Items are referred to in Divisions 200 through 1000 but are not included in this Supplement, the deleted references will be governed by this Paragraph 5.
- c. In Item 203.04, the reference to Item 108.06 shall be governed by Paragraph 3, Delays, in this Supplement.
- d. Any reference to Section 109.05 shall be governed by the payment provisions in the Modified Standard General Conditions, instead.
- e. In Item 514.24, the reference to Item 109.10 shall be governed by the payment provisions in the Modified Standard General Conditions.
- f. In Item 614.02(B), the reference to item 109.11 or 109.12 shall be governed by the payment provisions in the Modified Standard General Conditions, i.e., the Owner will process and make payments in accordance with the provisions in the Modified Standard General Conditions.
- g. General to Divisions 200 through 1000. The basis for payment provided in the Basis for Payment items in these Divisions shall be the basis for payment to the Contractor when applicable.

END OF COLUMBUS CMS SUPPLEMENT

SUPPLEMENTAL NOTES AND SPECIAL PROVISIONS

COMPLETION DATE

The Contractor shall complete the work within the time limit set forth in the Instructions to Bidders.

PROPOSAL

No extra compensation will be paid the Contractor by reason of compliance with any of the requirements indicated in the Specifications, but payment shall be deemed to be included among the several items, as bid upon, unless otherwise specifically provided.

WORK SCHEDULE

Prior to beginning any work, the Contractor shall submit a proposed work schedule to the City for approval. The Contractor shall complete all work as specified in a manner acceptable to the City of Canal Winchester and in accordance with the working hours Monday – Saturday 7:00am – 6:00pm. All traffic lanes shall be fully open to traffic during non-working hours and between 7:00 a.m. and 9:00 a.m. and 4:00 p.m. and 6:00 p.m. unless otherwise approved by the municipality. Work on Sundays may only be permitted with the express permission of the municipality. All surfaces being milled shall be paved within 7 calendar days from the beginning of milling operations.

The work included within the scope of the project is also subject to several additional scheduling limitations and milestones. These include:

- The work associated with this contract shall be substantially complete within 240 days of issuance of the Notice to Proceed.

CONTINGENCY QUANTITIES

The Contractor shall not order materials or perform work listed in the estimate of quantities for items designated as “Contingency item” or referenced or as designated by plan note “as directed by Engineer” or “as directed by City”, unless authorized by the Engineer

MISCELLANEOUS WORK ITEMS

All items of work called for on the plans for which no specific method of payment is provided shall be performed by the Contractor, cost to be included in the price bid for the various items.

SITE VISIT

The Contractor is required to inspect the project work limits and fully inform himself concerning all conditions affecting the scope of work prior to submission of the bid. Failure to do so shall not relieve him from any responsibility in the performance of the Contract.

SAFETY REQUIREMENTS

The Contractor and Sub-Contractor shall be solely responsible for all federal, state and local safety requirements, together with exercising precautions at all times for the protection of persons (including employees) and property. It is also the sole responsibility of the Contractor and Sub-Contractor to initiate, maintain and supervise all safety requirements, precautions and programs in connection with the work.

RESTORATION AND CLEAN UP

It is the intent of the City to keep inconvenience to the property owners to an absolute minimum. All work prescribed and described in these Specifications is situated in improved areas. All work is to continue on a uniform basis and on schedule, particularly the restoration and clean-up of disturbed

areas after the construction of walks, curbs, drives, etc. The City will pay only for those items that are completed in their entirety as described in the Specifications.

SP-1: PROJECT FUNDING

The Project is funded by the State of Ohio Fund 7031 or 7035. The funding agreement requires the Project to comply with various Ohio Codes and federal regulations. By submitting a bid, the Contractor agrees to comply with those provisions. These requirements include:

- As defined in Appendix F and G (See Attachment – ODNR Funding Contract Provisions)
- ODNR, the State Auditor or their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor for the purpose of making an audit, examination, excerpts and transcriptions.

SP-2: EARTHWORK MANAGEMENT

The existing grades depicted on the plans reflect the surveyed site conditions during the time of design. Due to the known short-fall of embankment to complete the project, the City is in the process of importing fill material to the site from another City project. This ongoing fill effort is focusing on completing the deep fills required near the northern limits of grading for the site. An exhibit titled "Fill Placement Schematic" is included in the bid documents to reflect the anticipated minimum extents of fill which will be in-place when the Contractor mobilizes to the site. This activity includes the following scope:

- Removal of existing topsoil over the areas being filled.
- Placement of fills in a controlled/compacted manner.
- Respread of salvaged topsoil
- Disturbed areas will be temporarily seeded.

In preparation of bids, the Contractor shall perform their own assessment as to the extent of the earthwork required to complete the improvements as designed. This assessment may be based on visual observation, test digs, earthwork analysis, etc. CAD files reflecting the existing ground surface (based on existing conditions shown on the plans) and proposed grading are available to the bidders upon request. An electronic release form with request instructions is including in the bidding documents to request this information. The Contractor's bid for Item 203 Excavation and Embankment, As Per Plan shall be to complete all grading and earthwork activities (excepting topsoil activities as outlined below) to bring the project to the final grades.

Contractors shall salvage as much topsoil from the site as practical for reuse. It has been assumed that a majority of the topsoil required for the project can be harvested from the site and quantities have been provided to facilitate this activity. A modest quantity of topsoil import has been included in the bid to address small areas or to be used as a contingency as directed by the City. Salvaged topsoil will require augmentation to aid in establishment of turf. Item Spec: Topsoil Augmentation has been established for that effort.

SP-3: PRE-ENGINEERED SHELTER HOUSE

The City has pre-purchased a pre-engineered shelter house/restroom package from Romtec. The Contractor is responsible for erection of the building using the materials delivered by Romtec. The

preliminary drawings and specifications relative to erection of the building are included herein. Subsequent to biddings, Romtec will provide the final engineering drawings for the building. Romtec will be responsible for submission for building permits relative to the structure. It will be the responsibility of the Contractor to receive the materials and complete construction of the shelter house paid for under Item Spec – Restroom and Shelter, Erection of Pre-Engineered Building. Once the pre-engineered shelter house materials arrive on-site, the Contractor shall assume ownership and maintenance responsibility. The Contractor shall carefully inspect all materials for damage and notify the City immediately of any damaged or missing components. The Bidder is required to provide all labor and any materials that are not specifically identified by Romtec to construct the fully functioning shelter house. It is the Bidder's responsibility to thoroughly review the specifications and plans provided by Romtec and raise any questions regarding the scope of this work during bidding. Submission of a bid for the projects shall be considered acknowledgement of the scope and effort required to complete the construction of the facility. The current estimate for material lead time for the pre-engineered shelter house is 4-6 months. As such, the Contractor may assume the material package will be delivered to the site no later than March 15th, 2026.

SP-4: PROJECT SEQUENCING AND SCHEDULE LIMITATIONS

The various components of the project contain differing regulatory and logistical requirements that necessitate a structured project sequencing approach. The table below summarizes these requirements:

Task	Restrictions
Tree Clearing	Must occur between October 1 to March 31
Stream Restoration: In-Water Work	Cannot occur between March 15 to June 30
Stream Restoration: New Plantings	Refer to Plan Sheet 41

SP-5: OEPA NOI Co-Permittee: The project is subject to coverage under an OEPA Notice of Intent (NOI) for construction stormwater discharge. The City has filed for and received coverage under a NOI. Upon execution of the construction contract, the Contractor shall complete and submit the NOI Co-Permittee form to extend coverage of the NOI. The Co-Permittee form and stormwater requirements can be found in the project SWPPP Manual.

SP-6: South Central Power Service Coordination: The power service for the project components is to be provided by South Central Power (SCP) via their existing aerial facilities located immediately north of the stream corridor. The project design documents depict an assumed location for the service drop/transformer/meter setting. This location may be adjusted based on final coordination with SCP. Additionally, the scope item Power Service, As Per Plan defines the understood responsibilities of the Contractor versus SCP in facilitating the service. These responsibilities may be adjusted based upon final coordination activities with SCP.

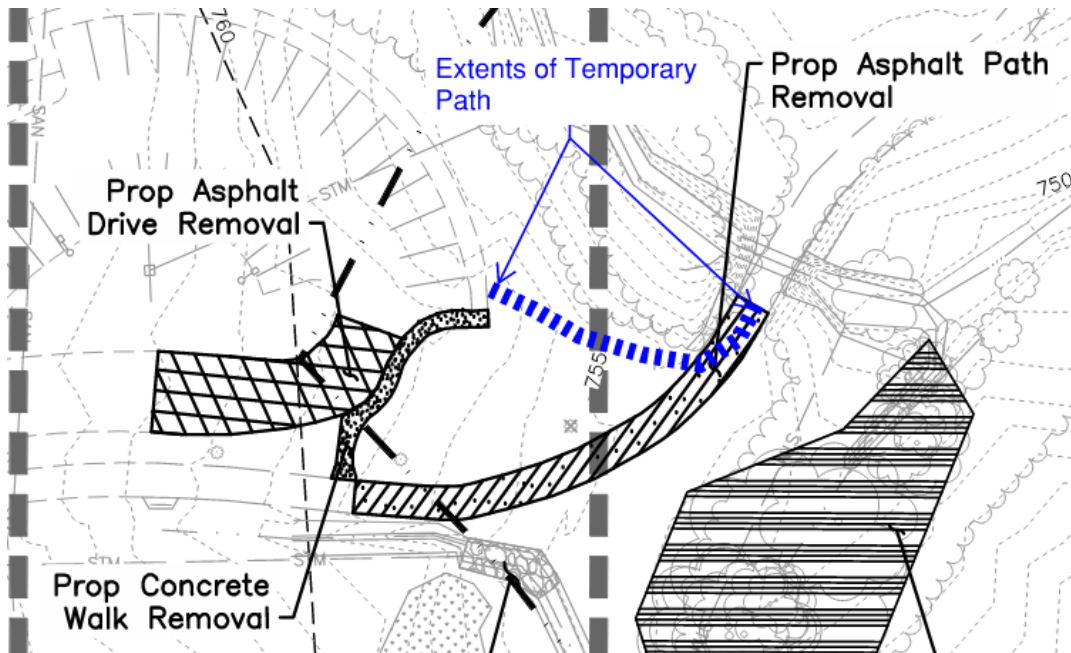
SP-7: USACE Permitting: The project scope of improvements includes enhancement of a jurisdictional stream, enclosure of the stream for a drive crossing and impact to one wetland. These activities are being permitted through a Nationwide #3 and #27 permit process. The permit applications have been submitted and extensive coordination has been completed with the USACE at the time of bidding. Based on the current status of the permitting process, it is anticipated that permits will be issued by the middle of October, 2025. When issued, the permits may include specific constraints/requirements

regarding work impacting the jurisdictional features. Copies of the permits will be provided to the Contractor when they are available.

SP-8: Construction Access: A construction access drive has been established into the Phase 2B work area from Winchester-Lithopolis Road to facilitate ongoing fill placements (See SP-2). This access will remain in place and responsibility for this access shall be the Contractor once mobilized to the site. The pay item – 207 Stabilized Construction Entrance shall entail maintaining, modifying and ultimately removing this construction access as needed to complete the project improvements. The Contractor shall use this access for all construction related traffic and staging. The Contractor shall not use the existing park access and parking lots for staging or access unless permission has specifically been granted by the City.

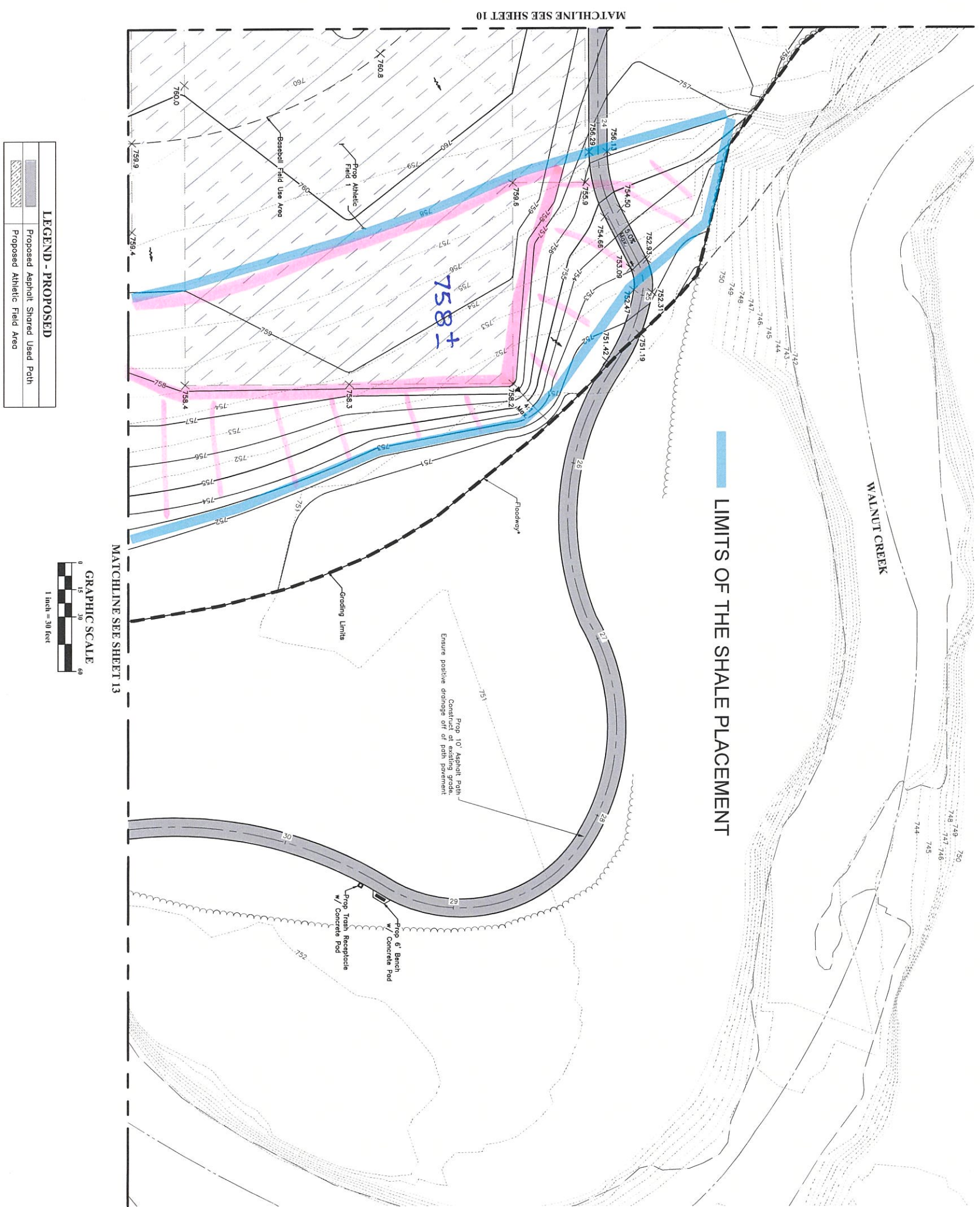
SP-9: Existing Park – Continuity of Use: The existing park facilities (south of the stream corridor) will remain open and in-use by the public. As such, the Contractor shall exercise caution when working in areas immediately adjacent to portions of the park open to the public. Specific attention is directed to the existing playground located immediately south of the stream restoration corridor. To aid in protecting open areas of the park from construction activities and ensure continuity of use, several specific measures shall be employed by the Contractor:

- **Temporary Construction Fence:** Temporary Construction Fence (“orange fencing”) shall be installed between the stream restoration corridor and the pickle ball courts, playground and butterfly garden. The extents of this fencing is depicted on Plan Sheet 60/61. This fencing shall be maintained and functional throughout the duration of the project until Phase 2B is opened for use or until the City directs the removal of the temporary fencing. A separate pay item has been established for the temporary fencing.
- **Temporary Path Connection:** Upon removal of the specified segment of asphalt path near the western drive connection, the regional trail will be without a connection to/from the park. As such the Contractor shall construct a temporary path from the existing parking lot to the undisturbed portion of the trail. This temporary connection shall be made by removing the sod/topsoil and placing a minimum of 4 inches of limestone screenings or asphalt millings. The temporary path shall be approximately 6 feet in width and shall be maintained until new sidewalk and asphalt is constructed to re-establish connectivity. While the temporary path is in use, construction fence shall be installed along the east side of the path to provide separation between path users and the construction activities. The path may be closed for short durations (during working hours only) to facilitate construction of the permanent asphalt path in this area. The location and concept of the temporary path is shown below:



SP-10: Substitution of Proprietary Products: Given the nature of this project, there are many specific product names called for in the plans and specifications. In some instances, these products descriptors are followed by the clause "Or Equal" or "Or Approved Equal". In other instances, these qualifiers may not be included. For all proprietary products listed in the project documents, equivalents will be considered whether specifically indicated or not. Bidders attention is direction to Section K of the Instructions to Bidders on addressing substitutions for specified products during the bidding process. For proposed substitutions after contract award, Section 6.05 of the Modified General Conditions shall be followed.

SP-11: Flood Prone Areas: The Contractor is advised that portions of the work area are prone to seasonal flooding as portions of the project are within the regulatory Floodway and 100-year Floodplain of Walnut Creek. These areas have been observed to be subject to active flooding. As such, the contractor shall exercise caution and employ measures to protect staged materials and newly installed components from flooding impacts during execution of the project.



LIMITS OF THE SHALE PLACEMENT

WALNUT CREEK

NOTES:

- Floodway Activities: Construction activities within the regulatory floodway shall be restricted as follows:
 - No stockpiling of earth or any construction materials.
 - Construction equipment shall not be left in the floodway during non-working hours.
 - Construction of the shared use path within the floodway shall be prohibited. No net fills shall occur in the floodway. Contractor shall ensure effective drainage of the path is maintained.
 - The floodway shall be delineated through the use of sediment fence and/or construction fence to avoid accidental impacts within this area. Barrier may be removed to facilitate shared use path construction but shall be re-erected during non-working hours.

[illegible]

CITY OF CANAL WINCHESTER

**CANAL WINCHESTER, FRANKLIN COUNTY, OHIO
SITE IMPROVEMENT PLAN
FOR
MCGILL PARK
PHASE 2B
AREA B GRADING PLAN**

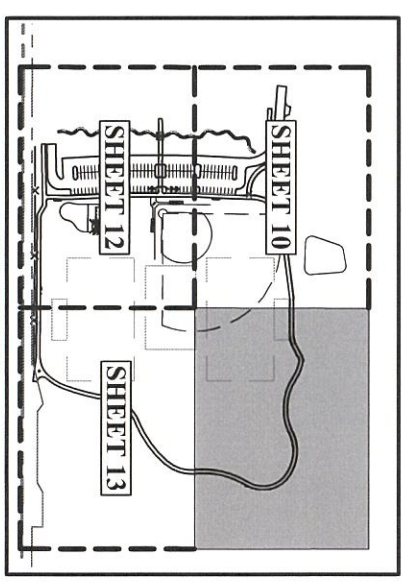
EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4300 Toll Free: 888.775.3640
emht.com

DATE
August 2025

SCALE
AS NOTED

JOB NO.

SHEET



LOCATION MAP
Not to Scale

Not to Scale

PRELIMINARY
.....
NOT TO BE USED FOR
CONSTRUCTION

PLAN SET DATE
August 2025

0 15 30 60

GRAPHIC SCALE

1 inch = 30 feet

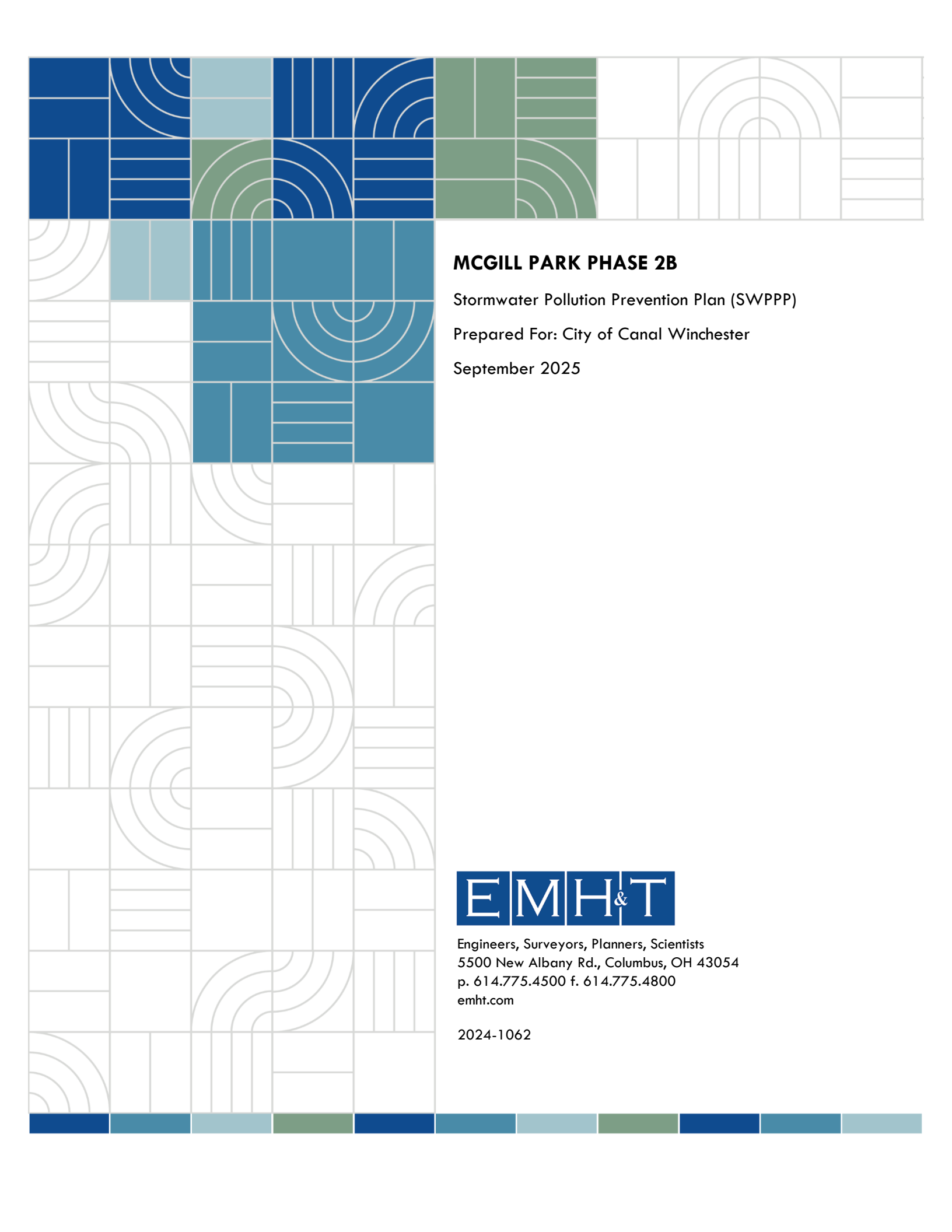
1 inch = 30 feet

MATCHLINE SEE SHEET 13

MATCHLINE SEE SHEET 10

MATCHLINE SEE SHEET 13





MCGILL PARK PHASE 2B

Stormwater Pollution Prevention Plan (SWPPP)

Prepared For: City of Canal Winchester

September 2025



Engineers, Surveyors, Planners, Scientists
5500 New Albany Rd., Columbus, OH 43054
p. 614.775.4500 f. 614.775.4800
emht.com

2024-1062

Stormwater Pollution Prevention Plan (SWP3)

For Construction Activities At:

McGill Park Phase 2B
City of Canal Winchester, Franklin County, Ohio

SWP3 Prepared For:

City of Canal Winchester
Bill Sims
45 E. Waterloo Street
Canal Winchester, Ohio 43110
(614) 834-5109
wsims@canalwinchesterohio.gov

SWP3 Prepared By:

EMH&T
James Akins, CPESC
5500 New Albany Road
Columbus, Ohio 43054
(614) 775-4389
jakins@emht.com

SWP3 Preparation Date:

09/15/2025

Estimated Project Start Date:

November 2025

Estimated Project Completion Date:

October 2027

Spill Emergency

Spills or other unintended releases in excess of reportable quantities that discharge hazardous substances into surface waters of the state shall be contained and reported as required within section 40 of the Code of Federal Regulations Part 117 and Part 302. Spills are to be immediately reported to the **Ohio EPA Emergency Spill Hotline (1-800-282-9378)**. Petroleum product spills of 25 gallons or more shall be immediately reported to the Ohio EPA and the local fire department.

Plan Availability

This plan shall be kept onsite and shall be made available immediately upon request of the Ohio EPA director or his authorized representative and MS4 operators or their authorized representative during working hours.

The permittee must provide the most recent copy of the SWP3 within 7 days upon written request by the Ohio EPA director or the director's authorized representative; the local agency approving sediment and erosion plans, grading plans, or stormwater management plans; or in the case of a stormwater discharge associated with construction activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the operator of the system.

Notice to the public: All NOIs, general permit approval for coverage letters, and SWP3s are considered reports that shall be available to the public in accordance with the Ohio Public Records law. The permittee shall make documents available to the public upon request or provide a copy at public expense, at cost, in a timely manner. However, the permittee may claim to Ohio EPA any portion of an SWP3 as confidential in accordance with Ohio law.

Amendment Log

This SWP3 shall be amended whenever there is a change in design, construction, operation, schedule, or maintenance, which has a significant effect on the potential for the discharge of pollutants to surface waters of the state or if the SWP3 proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges or to correct deficiencies as directed by Ohio EPA or the local MS4. The signature of the authorized operator attests that the amendment information is true and accurate. Previous authors are not responsible for the revisions by operators.

[illegible]

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SECTION 1: CONTACT INFORMATION

Operator(s):

City of Canal Winchester
Bill Sims
45 E. Waterloo Street
Canal Winchester, Ohio 43110
(614) 834-5109
wsims@canalwinchesterohio.gov

SWP3 Site Coordinator/Primary Contact:

City of Canal Winchester
Bill Sims
(614) 834-5109
wsims@canalwinchesterohio.gov

Emergency 24-Hour Contact:

City of Canal Winchester
Bill Sims
(614) 834-5109

SECTION 2: SITE AND CONSTRUCTION ACTIVITY ASSESSMENT

2.1 SITE LOCATION

Project Name and Address

Project/Site Name: McGill Park Phase 2B

Street Address or Physical Location: West of Lithopolis-Winchester Road, South of Winchester Road NW

City/Township: City of Canal Winchester

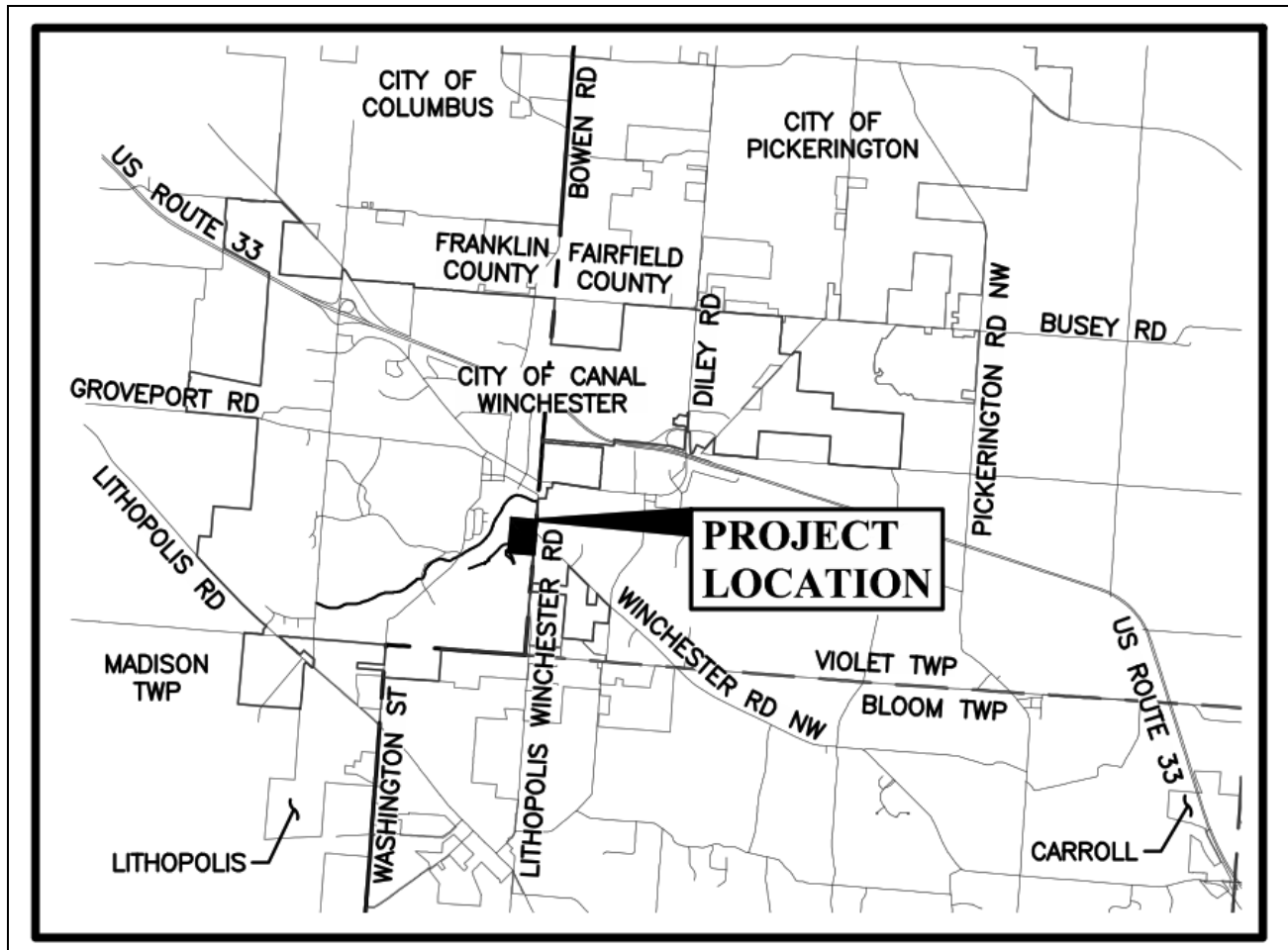
County: Franklin

Project Latitude/Longitude

Latitude: 39.834402° N
(decimal degrees)

Longitude: -82.802996 ° W
(decimal degrees)

Project Location Map



2.2 SITE DETAILS

Description of Prior and Existing Land Use

The existing site conditions consist of the open field.

Description of Existing Site Drainage

The site currently drains from the divide in the center of the site towards the north and south.

Description of Soil Types and Conditions

Soil erosion rates increase as the existing cover is removed resulting from construction activities. Sediment controls are to be installed and properly maintained as indicated within this plan to minimize sediment laden runoff from flowing offsite.

Soil Map Unit	HSG	Hydric Rating	Soil Erosion K Factor	Flooding Freq. Class
OcB – Ockley silt loam, 2-6% slopes	B	Yes	0.43	None
EIC2– Eldean silt loam, 6-12% slopes	B	No	0.43	None
Gn – Genesee silt loam, 0-2% slopes	B	No	0.37	Occasional
Ee – Eel silt loam, 0-2% slopes	A/D	No	0.32	Occasional

Contaminated Soils

Construction activities on sites with soil contamination from previous activities may result in stormwater discharges exceeding Ohio Water Quality Standards. Such discharges are not authorized under the NPDES general permit.

Contaminated soils are not expected to be encountered on this project. If found during site work, disposal will be in accordance with local, state and federal regulations.

Description of On-site Streams

There is one jurisdictional stream within the proposed Limits of Disturbance.

Description of On-site Wetlands

There is one jurisdictional wetlands within the Limits of Disturbance.

Surface Water Protection

Sections 404 and 401 of the Clean Water Act (CWA) regulate the discharge of dredged or fill material into surface waters and the impacts of such activities on water quality, respectively. Construction activities in surface waters may be subject to CWA regulation and/or state isolated wetland permit requirements. The following activities require authorization under Section 401 and are subject to an antidegradation review by Ohio EPA:

A United States Army Corps of Engineers Nationwide Permit #3 and #27 has been obtained for the stream impact.

2.3 RECEIVING WATERS

Point of Discharge ID as reflected in the plans	The name or description of the first receiving surface water or municipal separate storm sewer system (MS4) and first named surface water that receives stormwater directly from the point of discharge and/or from the MS4 that the point discharges into.
EW1	Dove Run

2.4 CONSTRUCTION ACTIVITY DETAILS

Type of construction: ☒ New development
☐ Redevelopment of existing impervious surfaces originally constructed:

General Description of the Construction Activity

The proposed activities on the site include the construction of a new park, ball fields construction, stream restoration, including asphalt paving, curb and gutter, storm sewer drainage improvements, and landscaping. Construction Activities include grading, utility installation, stream restoration, erosion and sediment control BMP installation, and temporary and permanent stabilization of disturbed areas.

Construction Site Summary

Size of Property (acres)	13.80 acres
Total Area Expected to be Disturbed by Construction Activities (acres)	13.80 Acres
Maximum area expected to be disturbed at any one time, including on-site and off-site construction support areas (acres)	13.80 Acres
impervious area before construction (acres)	0.00 acres
Runoff coefficient (Rv) before construction	0.05
Proposed on-site impervious area (acres)	1.90 Acres
Proposed runoff coefficient (Rv)	0.46

Construction Support Activities

There will be a staging area for contractor parking, trailers, portable restrooms, fueling and equipment maintenance. This area will be located by the contractor once construction begins. The locations may be subject to change by the contractor due to any unforeseen site conditions.

2.5 IDENTIFICATION OF POTENTIAL SOURCES OF POLLUTION

The following sources of pollution may affect the quality of stormwater discharges from the site. Operators shall implement the Best Management Practices (BMPs) described later in this SWP3 to reduce the pollutants and impact of stormwater discharges during construction and pollutants associated with the post-construction land use to ensure compliance with ORC Section 6111.04, OAC Chapter 3745-1, and Ohio EPA's NPDES Construction Stormwater General Permit.

Pollutant-Generating Construction Activity (e.g., grading, paving, painting, roofing, landscaping operations)	Pollutants or Pollutant Sources (e.g., sediment, fertilizers, pesticides, paints, caulks, sealants, solvents, fuels)
Sediment within construction site runoff	Sediment basins, sediment fence, storm sewer inlet protection, temporary and permanent seeding and mulching
Sediment associated with dewatering activities	Placement of intake hose shall be positioned at the top of the water level. Discharge hose shall be directed into a sediment basin or a filter bag with a sufficient existing vegetative buffer prior to the stormwater outfall
Dust	Water trucks or other acceptable means of managing dust from construction traffic approved by the local governing authority

Pollutant-Generating Construction Activity (e.g., grading, paving, painting, roofing, landscaping operations)	Pollutants or Pollutant Sources (e.g., sediment, fertilizers, pesticides, paints, caulks, sealants, solvents, fuels)
Fuels	Fuel tanks shall be stored away from surface waters and storm sewer inlets within a diked area. Spills shall be contained as soon as possible upon notification and material removed from the site. Fuel containers shall be closed when not in use so not to expose to stormwater.
Grease & Oil	Spills shall be contained as soon as possible upon notice and material removed from the site. Containers shall be closed when not in use so not to expose to stormwater. Empty containers shall be removed from the site and properly disposed of.
Fertilizers/Pesticides	Applied at the required rates and not on impervious areas.
Alkalinity	Concrete trucks shall utilize areas to washout trucks. Accumulated concrete shall be removed from the site and disposed of properly. Alternatively, contractors shall use a roll off box with a liner.

2.6 AUTHORIZED NON-STORMWATER DISCHARGES

All discharges must be composed entirely of stormwater except for the following authorized non-stormwater discharges. Discharges of material other than stormwater or the authorized non-stormwater discharges listed above must comply with an individual NPDES permit or an alternative NPDES general permit issued for the discharge. All authorized non-stormwater discharges must be discharged in a manner that will not cause erosion and will not come into contact with other pollutant sources.

Authorized Non-Stormwater Discharge	Proposed BMP to address Discharge
Fire hydrant flushing	Not Expected to Occur
Landscape irrigation and lawn watering	Not Expected to Occur
Water used to wash vehicles and equipment (soaps/solvents are not used)	Not Expected to Occur
Water used to control dust	Dust Control Water Trucks may be utilized by the contractor as needed. Water will be sourced by the Contractor.
Potable water including uncontaminated water line flushing	Not Expected to Occur
Routine external building washdown (soaps/solvents are not used and external surfaces do not contain hazardous substances)	Not Expected to Occur
Pavement wash waters (where spills or leaks of toxic or hazardous materials have not occurred unless all spilled material has been removed and where detergents are not used)	Not Expected to Occur
Uncontaminated air conditioning or compressor condensate	Not Expected to Occur
Uncontaminated, non-turbid discharges of groundwater or spring water	Not Expected to Occur
Foundation or footing drains where flows are not contaminated with process materials such as solvents	Not Expected to Occur
Uncontaminated construction trench, excavation, or well point dewatering water	Any dewatering of water via a construction trench/excavated area will be pumped into a dewatering filter bag or directed to the sediment basins.

2.7 SEQUENCE OF MAJOR CONSTRUCTION OPERATIONS AND BMP IMPLEMENTATION SCHEDULE

This BMP implementation schedule describes the sequence of major construction operations and the BMPs that are to be implemented during each operation in the sequence. See sections 3 through 8 for detailed descriptions of each BMP.

Estimated Timeline	Construction Operation and description of BMPs to be implemented
Throughout Construction	Site Earthwork Contractor
	1. Establish a construction entrance/exit, contractor laydown area and a concrete washout area.
	2. Install perimeter sediment controls as shown on the plan.
	3. Construct the temporary sediment basin, including the temporary skimmer and outlet structure. Ensure the post-construction orifice(s) are not installed during the sediment basin phase.
	4. Install the temporary diversion channel to route runoff to the sediment basin.
	5. Begin clearing and initial grading activities.
	6. Install the proposed utilities. Utilize a dewatering filter bag for any muddy water encountered during utility work.
	7. Install storm sewer inlet protection for newly constructed inlets.
	8. Stabilize the disturbed areas according to the temporary and permanent seeding requirements.
	9. Construct the proposed parking areas and ball field/park improvements
	10. Remove the temporary diversion channel and fine grade the remaining disturbed park land areas.
	11. Permanently stabilize the remaining disturbed areas.
	12. Once permanent vegetation is established, remove the temporary sediment controls include the temporary skimmer and riser.
	13. Construct the permanent outlet structure and post construction water quality orifices.
	14. Perform stream restoration activities at a time when the environmental permits allow. Ensure the stream bypass pumping is utilized for any necessary pumping and ensure all disturbed areas are permanently stabilized as construction allows.

SECTION 3: PRESERVATION METHODS

Operators shall minimize the disturbed area, preserve natural features, and preserve soil quality as much as feasible.

BMP	Description	Installation Timing	Maintenance	Responsible Party
Stream Setback	An undisturbed, vegetative buffer area between the edge of the disturbed area and the adjacent surface water feature. Shown on the erosion and sediment control plan sheets.	Shall be avoided throughout construction.	Shall be inspected during routine inspections to ensure the limits of disturbance are maintained and followed per plan.	General Contractor, Site Earthwork Contractor.
Wetland Setback	An undisturbed, vegetative buffer area between the edge of the disturbed area and the adjacent surface water feature. Shown on the erosion and sediment control plan sheets.	Shall be avoided throughout construction.	Shall be inspected during routine inspections to ensure the limits of disturbance are maintained and followed per plan.	General Contractor, Site Earthwork Contractor.

SECTION 4: EROSION CONTROLS AND SOIL STABILIZATION

4.1 VEHICLE TRACKOUT CONTROL

Operators shall control the trackout of dirt and mud from the site onto paved roads, sidewalks, or other paved areas outside of the site by vehicles to the extent feasible. Remove any track-out that occurs by sweeping, shoveling, or vacuuming these surfaces, or by using other similarly effective means of sediment removal. Operators are prohibited from hosing or sweeping trackout sediment into any constructed or natural site drainage feature, storm drain inlet, or receiving water.

BMP	Description	Installation Timing	Maintenance	Responsible Party
Construction Entrance	A 6-inch thick ODOT No. 2 Stone rock drive with a length of at least 70 feet at each construction entrance/exit where any site traffic will enter and exit. Locations and details noted on the Erosion and Sediment Control Plan and Detail Sheets.	Shall be installed prior to any site work begins.	Shall be cleaned daily and additional stone added as needed. Maintenance work must be performed within 3 days of inspection noted maintenance needed.	General Contractor, Earthwork Subcontractor
Street Sweeping	Mechanical Street Sweeping of any paved roadways offsite where construction traffic may track mud.	Shall be implemented throughout construction, daily as needed to ensure mud is removed from offsite paved roadway.	Daily Street Sweeping as needed.	General Contractor, Earthwork Subcontractor
Wheel Wash Station (If Needed)	Proprietary wheel wash station or manual wheel wash of vehicle wheels	Shall be installed as needed if construction entrance and street sweeping is not sufficient.	Daily Wheel Wash Station during above freezing temperatures	General Contractor, Earthwork Subcontractor

4.2 DUST CONTROL

Operators shall control fugitive dust from leaving the site to the extent feasible. Operators are prohibited from using oil as dust control.

BMP	Description	Installation Timing	Maintenance	Responsible Party
Dust Control Water Trucks	Water trucks utilized to spray water over disturbed areas to keep dust from becoming airborne.	Shall be implemented during dry weather conditions as needed.	Daily Dust Control as needed during dry weather.	General Contractor, Earthwork Subcontractor

4.3 SOIL STABILIZATION

Soil Stabilization is the most effective means to minimize erosion and the discharge of sediment from construction activity. Stabilized soils have vegetation or other types of cover left during construction or replaced immediately following disturbance. The operator shall re-establish vegetation or suitable cover on all disturbed areas of the site in accordance with the methods and timeframes below.

TEMPORARY STABILIZATION		
Description	Temporary seeding and mulching applications shall be utilized to stabilize disturbed areas throughout the construction process	
Installation Timing	Any disturbed areas within 50 feet of a surface water of the state and not at final grade	Within two days of the most recent disturbance if the area will remain idle for more than 14 days

	Any disturbed areas that will be dormant for more than 14 days but less than one year, and not within 50 feet of surface waters of the state	Within seven days of the most recent disturbance within the area For residential subdivisions, disturbed areas must be stabilized at least seven days prior to transfer of permit coverage for the individual lot(s).
	Disturbed areas that will be idle over winter	Prior to the onset of winter weather
Maintenance	Seeded areas shall be inspected upon rain events to ensure areas are not washing out. Washed out areas shall be repaired and reseeded. Temporary sediment controls and/or erosion control matting may need to be utilized if washout problems routinely occur. Maintenance work must be performed within three days of the inspection	
Responsible Party	General Contractor/Earthwork Subcontractor	
Areas likely to require temporary stabilization during site development: Graded areas that are to remain idle for more than 14 days.		
Operators shall make use of erosion controls that provide cover over all disturbed areas of the site. Describe the erosion control and stabilization plan here.		
Guidance as to which stabilization method will be employed according to time of the year: Straw Mulch or Hydromulch.		
Operators shall make use of erosion controls that provide cover over all disturbed areas of the site. Describe the erosion control and stabilization plan here.		

PERMANENT STABILIZATION

Description	Permanent seeding and mulching applications shall be utilized to permanently stabilize disturbed areas that are not likely to be disturbed during future site development.	
Installation Timing	Any areas that will lie dormant for one year or more	Within seven days of the most recent disturbance
	Any areas within 50 feet of surface waters of the state and at final grade	Within two days of reaching final grade
	Other areas at final grade	Within seven days of reaching final grade within that area
Maintenance	Seeded areas shall be inspected upon rain events to ensure areas are not washing out. Washed out areas shall be repaired and reseeded. Maintenance work must be performed within three days of the inspection	
Responsible Party	General Contractor/Earthwork Subcontractor	

STABILIZATION OF CRITICAL EROSION AREAS

BMP	Description	Installation Timing	Maintenance	Responsible Party
Conveyance Channel Stabilization	Diversion Channels routing runoff to the sediment basins shall be stabilized once graded/constructed.	Stabilization shall happen immediately once constructed to prevent erosion.	Maintenance is required within 3 days of notification	General Contractor/Earthwork Subcontractor
Outfall Stabilization	Rock Channel Outlet Protection will be utilized at the three sediment basin outfall locations.	Installation shall happen immediately once constructed to prevent erosion.	Maintenance is required within 3 days of notification	General Contractor/Earthwork Subcontractor
Soil Stockpile Stabilization	Stockpiles, if idle, shall be stabilized with temporary cover such as straw mulch or hydromulch cover.	The stockpile shall be stabilized in areas that are idle within 14 days.	Maintenance is required within 3 days of notification	General Contractor/Earthwork Subcontractor
Slope Stabilization	Slopes along the perimeter are to be stabilized with erosion control matting as shown on the erosion and sediment control plan.	Disturbed slopes around the perimeter of the site shall be stabilized within 2 days if within 50 feet of a surface water	Maintenance is required within 3 days of notification	General Contractor/Earthwork Subcontractor

		feature or within 7 days if at final grade.		
Basin Side Slope Stabilization	Side Slopes within the Basin footprint are to be stabilized with erosion control matting as shown on the erosion and sediment control plan	Disturbed side slopes within the Basin footprint shall be stabilized within 7 days if at final grade.	Maintenance is required within 10 days of notification	General Contractor/Earthwork Subcontractor

SECTION 5: RUNOFF CONTROLS

Operators shall control the flow of runoff from disturbed areas to prevent erosion from occurring. The following runoff control practices shall be implemented.

Controls / BMPs	Description	Installation Timing	Maintenance	Responsible Party
Check Dams	Rock check dams shall be placed where standing water or excessive siltation will be minimized or where damage to vegetative lining will be insignificant.	Shall be installed once grading of the diversion channels have been installed	Sediment shall be removed from behind check dam once it accumulates to one-half the original height of the check dam. Maintenance is required within 3 days of notification.	General Contractor/Earthwork Subcontractor
Temporary Diversions (routing runoff to the sediment basin)	Diversion Channels routing runoff to the sediment basins	Shall be installed once the sediment basin are installed.	Maintenance is required within 3 days of notification.	General Contractor/Earthwork Subcontractor

SECTION 6: SEDIMENT CONTROLS

Operators shall use structural practices to trap sediment in stormwater runoff. Sediment control practices must be capable of ponding runoff.

Controls / BMPs	Description	Installation Timing	Maintenance	Responsible Party
Sediment Barrier (Sediment Fence/Compost Filter Socks)	Perimeter Sediment Controls such as compost filter sock or sediment fence installed along the perimeter of the site to manage runoff from the localized slopes.	Shall be installed prior to initial grading activities.	Accumulated sediment must be removed from the fence when the sediment reaches 1/2 the above ground height of the fence. Undermined or overtopped fence must be repaired or replaced with a rock check dam. Maintenance work must be performed within 3 days of the inspection.	General Contractor/Earthwork Subcontractor
Sediment Basin	Inspect the outlet structure to ensure that the basin is draining properly. Remove any accumulated debris which may impede the basin dewatering. Remove the accumulated sediment within the basin to ensure that the volume provided below the normal pool elevation is provided.	Shall be installed within 7 days of initial clearing and grading activities.	Accumulated sediment within the basin shall be removed once the storage volume has been reduced by half. The removed sediment shall be stabilized on-site. Maintenance work must be performed within 10 days of the inspection	General Contractor/Earthwork Subcontractor
Temporary Diversions (routing runoff to the sediment basin)	Diversion Channels routing runoff to the sediment basins	Shall be installed once the sediment basin are installed.	Maintenance is required within 3 days of notification.	General Contractor/Earthwork Subcontractor

Storm Drain Inlet Protection	Storm Drain Inlet Protection installed on storm drains to manage runoff from the localized drainage areas	Shall be installed once storm sewer ins installed.	Maintenance is required within 3 days of notification	General Contractor/Earthwork/Utilities Subcontractor

6.1 SEDIMENT POND SPECIFICATIONS

Sediment Basin – Basin 01	
Contributing Drainage Area to the BMP (Acres)	7.85 Acres
Disturbed Drainage Area to the BMP (Acres)	7.85 Acres
Required Dewatering (detention) Volume (Acre-Feet)	0.33 Ac-Ft
Required Sediment Storage Volume (Acre-Feet)	0.34 Ac-Ft
Provided Dewatering (detention) Volume (Acre-Feet)	0.18 Ac-Ft
Provided Sediment Storage Volume (Acre-Feet)	0.183 Ac-Ft
Length to Width Ratio	Met
Dewatering Time (Hours)	48 Hours
Skimmer Orifice Size (inches)	3" Marlee Float with 2" Skimmer

SECTION 7: POST-CONSTRUCTION STORMWATER MANAGEMENT

Post-construction stormwater practices provide long-term management of runoff quality and quantity so that the receiving stream's physical, chemical, and biological characteristics are protected, and stream functions are maintained.

7.1 POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN

The Ohio EPA requires that the water quality volume for dry basins be detained for a period of 48 hours while not discharging more than the first half of the water quality volume in less than 16 hours. Water quality drawdown for the basin will be provided by Basin 01's 1st stage outlet. The City of Canal Winchester has requested to avoid having open water in micropool and forebay features, due to the safety concern with the proximity to a public park. A hydrodynamic device will therefore be utilized to pre-treat Subarea 01 for water quality meeting the requirement of 50% Total Suspended Solids (TSS) removal. The device was sized according to the water quality flow produced by Subarea 01 meeting current Ohio EPA guidance.

Water Quality Calculations

Basin Identifier	Tributary area (acres)	Percent Impervious (%)	Water Quality Volume (ac-ft)	Water Quality Elevation (feet)
Basin 01	4.13	46%	0.144	752.86

Water Quality Flow Calculations

Hydrodynamic Device Identifier	Tributary area (acres)	Calculated Water Quality Flow Rate (cfs)	Required Model	Provided Water Quality Flow Rate (cfs)
1	2.32	1.89	StormSettler-5	2.19

7.2 SELECTED BMPS FOR POST-CONSTRUCTION STORMWATER MANAGEMENT

Selected Post-Construction Stormwater Management Control			
☐	Wet Extended Detention Basin	☐	Bioretention
☐	Extended Detention Constructed Wetland	☐	Infiltration Basin

Selected Post-Construction Stormwater Management Control			
☒	Dry Extended Detention Basin with micropool and forebay	☐	Infiltration Trench
☐	Permeable Pavement – Extended Detention	☐	Permeable Pavement – Infiltration
☐	Underground Storage Facility– Extended Detention	☐	Underground Storage Facility – Infiltration
☐	Sand Filter - Extended Detention	☐	Other BMP on disturbance less < 2 acres:
Rationale for Practice Selection			
Due to site design, a Dry Basin with an upstream Hydrodynamic Device was selected.			

SECTION 8: OTHER POLLUTANT CONTROLS

No solid (other than sediment) or liquid waste, including building materials, shall be discharged in stormwater runoff. BMPs must be implemented to prevent the discharge of non-sediment pollutants to the drainage system of the site or surface waters of the state or an MS4 as follows.

8.1 DEWATERING AND GROUNDWATER CONTROL

There shall be no turbid discharges to surface waters of the state resulting from dewatering activities. Trench or groundwater that contains sediment shall pass through a sediment settling pond, filter bag, or other equally effective sediment control device. Groundwater that does not contain sediment or other pollutants is not required to be treated prior to discharge; however, care must be taken that discharging groundwater does not become pollutant-laden by traversing over disturbed soils or other pollutant sources.

Description	Dewatering Filter Bag
Installation Timing	Installed when needed during any muddy water encountered during excavation.
Maintenance	Maintenance must be completed within 3 days of notification
Responsible Party	General Contractor/Earthwork Subcontractor

8.2 WASHOUT OF CONCRETE, STUCCO, PAINT, AND OTHER MATERIALS

Under no circumstance shall wastewater from the washout of concrete trucks, stucco, paint, form release oils, curing compounds, and other construction materials be discharged directly into a drainage channel, storm sewer, or surface waters of the state.

Description	Concrete trucks shall have a designated wash-pit or sump with no potential for discharge to ensure that the concrete wash shall not enter storm drains and waters of the state.
Installation Timing	Shall be installed once any concrete work begins, as needed
Maintenance	Maintenance must be completed within 3 days of notification
Responsible Party	General Contractor/Earthwork Subcontractor

8.3 FUELING AND MAINTENANCE OF EQUIPMENT OR VEHICLES

No pollutants from vehicle fuel, oils, or other fluids can be discharged to surface waters of the state.

Description	Equipment fueling and maintenance shall be performed away from watercourses, ditches or storm drains, in an area designated for that purpose. The designated area shall be equipped for recycling oil and catching spills. Secondary containment shall be provided for all fuel oil storage tanks. These areas must be inspected every seven days and within 24 hours of a 0.5 inch or greater rain event to ensure there are no exposed materials which would contaminate storm water. Site operators must be aware that Spill Prevention Control and Countermeasures (SPCC) requirements may apply. An SPCC plan is required for sites with one single aboveground tank of 660 gallons or more, accumulative aboveground storage of 1330 gallons or more, or 42,000 gallons of underground storage
Installation Timing	Shall be implemented once construction begins
Maintenance	Maintenance shall be completed immediately as needed
Responsible Party	General Contractor/Earthwork Subcontractor

8.4 STORAGE, HANDLING, AND DISPOSAL OF CONSTRUCTION WASTES AND TRASH

Operators must minimize the exposure of construction wastes and trash (e.g., packaging materials, scrap construction materials, demolition debris, and other trash or discarded materials to precipitation, stormwater runoff, and snow melt. Waste disposal by open burning is prohibited.

Description	Containers shall be provided for the proper collection of all waste material. Construction and demolition debris (CD&D) must be disposed of in accordance with Ohio Revised Code 3714 at an approved Ohio EPA CD&D landfill. Temporary sanitary water facilities additionally must be provided and maintained. Dumpsters shall be closed or covered when not in use (non-operating hours) to limit the temporarily stored waste to storm water exposure and ensuring that no liquid wastes or wastes saturated with significant materials are allowed to be accumulated in trash dumpsters
Installation Timing	Shall be implemented once construction begins
Maintenance	Maintenance shall be completed immediately as needed
Responsible Party	General Contractor/Earthwork Subcontractor

8.5 STORAGE, HANDLING, AND DISPOSAL OF PESTICIDES, HERBICIDES, INSECTICIDES, AND FERTILIZERS

Operators must minimize the exposure of fertilizers, pesticides, insecticides, and herbicides, to precipitation, stormwater runoff, and snow melt. No exposure to stormwater is recommended.

Description	The storage and mixing of chemicals shall be performed in a designated area away from watercourses and storm sewer inlets. Chemical containers shall be properly stored on-site to ensure that they are not exposed to rain events. Empty containers shall be properly disposed of off-site at an approved facility. Equipment maintenance and refueling areas are to be located away from storm water conveyance channels and surface waters. A Spill Prevention Control and Countermeasure Plan (SPCC) must be provided by the Contractor if on-site temporary fuel tanks exceed 660 gallons or if the combined storage is above 1320 gallons
Installation Timing	Shall be implemented once construction begins
Maintenance	Maintenance shall be completed immediately as needed
Responsible Party	General Contractor/Earthwork Subcontractor

8.6 STORAGE, HANDLING, AND DISPOSAL OF DIESEL FUEL, OIL, HYDRAULIC FLUIDS, AND OTHER PETROLEUM PRODUCTS

Description	The storage and mixing of chemicals shall be performed in a designated area away from watercourses and storm sewer inlets. Chemical containers shall be properly stored on-site to ensure that they are not exposed to rain events. Empty containers shall be properly disposed of off-site at an approved facility. Equipment maintenance and refueling areas are to be located away from storm water conveyance channels and surface waters. A Spill Prevention Control and Countermeasure Plan (SPCC) must be provided by the Contractor if on-site temporary fuel tanks exceed 660 gallons or if the combined storage is above 1320 gallons
Installation Timing	Shall be implemented once construction begins
Maintenance	Maintenance shall be completed immediately as needed
Responsible Party	General Contractor/Earthwork Subcontractor

8.7 STORAGE, HANDLING, AND DISPOSAL OF HAZARDOUS OR TOXIC CHEMICALS

Operators must minimize the exposure of hazardous or toxic chemicals (e.g., paints, caulks, sealants, fluorescent light ballasts, solvents, petroleum-based products, wood preservatives, additives, curing compounds, and acids) to precipitation, stormwater runoff, and snow melt.

Description	The storage and mixing of chemicals shall be performed in a designated area away from watercourses and storm sewer inlets. Chemical containers shall be properly stored on-site to ensure that they are not exposed to rain events. Empty containers shall be properly disposed of off-site at an approved facility. Equipment maintenance and refueling areas are to be located away from storm water conveyance channels and surface waters. A Spill Prevention Control and Countermeasure Plan (SPCC) must be provided by the Contractor if on-site temporary fuel tanks exceed 660 gallons or if the combined storage is above 1320 gallons
Installation Timing	Shall be implemented once construction begins
Maintenance	Maintenance shall be completed immediately as needed
Responsible Party	General Contractor/Earthwork Subcontractor

8.8 SANITARY WASTE

Operators must minimize the exposure of sanitary waste to precipitation, stormwater runoff, and snow melt.

Description	The site will utilize portable restrooms. These restrooms will be located away from any watercourses or stormwater infrastructure.
Installation Timing	Shall be implemented once construction begins
Maintenance	Maintenance shall be completed immediately as needed. Tipped over portable toilets shall be repaired as soon as possible to ensure sanitary waste is not spilled onsite.
Responsible Party	General Contractor/Earthwork Subcontractor

8.9 SPILL PREVENTION AND RESPONSE

Spills on pavement shall be absorbed with sawdust, kitty litter or other absorbent material and disposed of with the trash at a licensed sanitary landfill. Hazardous or industrial wastes such as most solvents, gasoline, oil-based paints, and cement curing compounds require special handling. Spills shall be reported to Ohio EPA (1-800-282-9378). Spills of 25 gallons or more of petroleum products shall be reported to Ohio EPA (1-800-282-9378), the local fire department, and the Local Emergency Planning Committee within 30 min. of the discovery of the release. All spills, which result in contact with waters of the state, must be reported to OHIO EPA's Hotline.

SECTION 9: INSPECTION, MAINTENANCE, AND CORRECTIVE ACTION

9.1 INSPECTION PERSONNEL

The operator shall assign qualified inspection personnel to conduct inspections to ensure that the control practices directed under this SWP3 are functional, adequate, and properly implemented or whether additional control measures are required. Inspection personnel shall be knowledgeable in the principles and practice of erosion and sediment controls, possessing the skills to assess all conditions at the construction site that could impact stormwater quality and the effectiveness of any sediment and erosion control measures selected to control the quality of stormwater discharges from the construction activity.

9.2 INSPECTION SCHEDULE

At a minimum, all controls on the site must be inspected:

- after any storm event greater than one-half inch of rain per 24-hour period by the end of the next calendar day, excluding weekends and holidays unless work is scheduled; and
- once every seven calendar days.

The inspection frequency may be reduced to at least once every month for dormant sites if the entire site is temporarily stabilized or runoff is unlikely due to weather conditions for extended periods (e.g., the site is covered with snow or ice, or the ground is frozen). The beginning and ending dates of any reduced inspection frequency shall be documented in the grading and stabilization log.

Once a definable area has achieved final stabilization, the area may be marked on the SWP3, and no further inspection requirements shall apply to that portion of the site.

9.3 INSPECTION PROCEEDURE

At a minimum, the inspection shall include the following.

- Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of or the potential for pollutants entering the drainage system.
- Erosion and sediment control measures identified in this SWP3 shall be observed to ensure that those are operating correctly.
- Discharge locations shall be inspected to ascertain whether erosion and sediment control measures are effective in preventing significant impacts to the receiving waters.
- Locations where vehicles enter or exit the site shall be inspected for evidence of off-site vehicle tracking.

During each inspection, the checklist included in Appendix E must be completed and signed by the qualified inspection personnel representative. Inspection reports may be prepared, signed, and kept electronically, rather than in paper form, if

the records are: (a) in a format that can be read similarly to a paper record; (b) legally dependable with no less evidentiary value than their paper equivalent; and (c) immediately accessible to the inspector during an inspection to the same extent as a paper copy stored at the site would be if the records were stored in paper form. For additional guidance on the proper practices to follow for the electronic retention of inspection report records, refer to this general permit's Fact Sheet at <https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/storm-water-discharges-from-small-and-large-construction-activities--general-permit>.

9.4 CORRECTIVE ACTION DEADLINES

If the inspection reveals that a control practice needs repair or maintenance, with the exception of a sediment settling pond, it shall be repaired or maintained within **3 days** of the inspection. Sediment settling ponds shall be repaired or maintained within **10 days** of the inspection.

If the inspection reveals that a control practice fails to perform its intended function and that another, more appropriate control practice is required, the SWP3 shall be amended, and the new control practice shall be installed within **10 days** of the inspection.

If the inspection reveals that a control practice has not been implemented in accordance with this SWP3, the control practice shall be implemented within **10 days** from the date of the inspection. If the inspection reveals that the planned control practice is not needed, the record shall contain a statement of explanation as to why the control practice is not needed.

9.5 RECORD KEEPING

The NPDES permittee shall maintain for three years following the submittal of a notice of termination form, a record summarizing the results of the inspection, names(s), and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWP3 and a certification as to whether the facility complies with the SWP3 and the permit and identify any incidents of non-compliance. The record and certification shall be signed.

SECTION 10: CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I certify this document complies with the requirements of the stormwater management program of the City of Canal Winchester.

Name: _____ Title: _____

Signature: _____ Date: _____

SWP3 APPENDICES

Appendix A – NOI and Ohio EPA Letter Granting Coverage

Appendix B – Site Maps and Drawings

Appendix C – BMP Design Calculations

Appendix D – Grading and Stabilization Activities Log

Appendix E – Site Inspection Forms

Appendix F – Corrective Action Log

Appendix G – Subcontractor Identification and Certification

Appendix H – Delegation of Authority

Appendix I – SWP3 Training Log

Appendix J – Surface Water Impact Permits

Appendix A – NOI and Ohio EPA Letter Granting Coverage

Appendix B – Site Maps and Drawings

CANAL WINCHESTER, FRANKLIN COUNTY, OHIO
SITE IMPROVEMENT PLAN
FOR
McGILL PARK
PHASE 2B
2025

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BENCH MARKS
(NAVD 1988)

Source BM CA-15 (BM#1 B&B)	Aluminum disk in the northwest corner of the north abutment of Lithopolis-Winchester Road bridge MAD 225-0.92 over Little Walnut Creek, 299 feet north of Winchester Road, 23.5 feet west of centerline.	Elev. = 762.414
BM#2 (B&B)	Chiseled square at southeast corner of southwest abutment of bridge over Little Walnut Creek.	Elev. = 765.24 (EMH&T)
BM#3	Chiseled square on the west side of a concrete light pole base located on the east side of the parking lot east of the pickleball courts, being 95 feet east of the southeast corner of the pickleball courts.	Elev. = 764.49
BM#4	Chiseled 'X' on the south flange bolt of a fire hydrant located on the northeast of the parking lot south of the pickleball courts, being 35 feet south from the southwest corner of the pickleball courts.	Elev. = 766.11
BM#5	Chiseled 'X' on the northeast rim of a sanitary manhole located on the north side of the pedestrian path, being 15 feet north from the most westerly parking lot of the pickleball court area.	Elev. = 763.12

STANDARD CONSTRUCTION DRAWINGS

The Standard Construction Drawings listed on these plans
are to be considered a part thereof.

CITY OF CANAL WINCHESTER

RD-10A-01	SAN-01-01
RD-12-01	SAN-05-01
ST-03-01	SAN-07-01
ST-08-02	SAN-09-02
ST-01-01	R-1762

CITY OF COLUMBUS

AA-S168
AA-S169
2230

QDOT

BP-3.1
HL-20.11
HL-30.11
HL-60.11
RM-5.2

PARKING SUMMARY

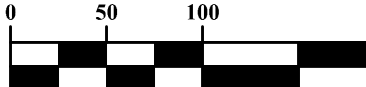
Parking Spaces Provided	=	108 Spaces
Accessible Parking Spaces Provided	=	5 Spaces
Total Parking Spaces Provided	=	113 Spaces



INDEX MAP

Scale: 1" = 100'

GRAPHIC SCALE



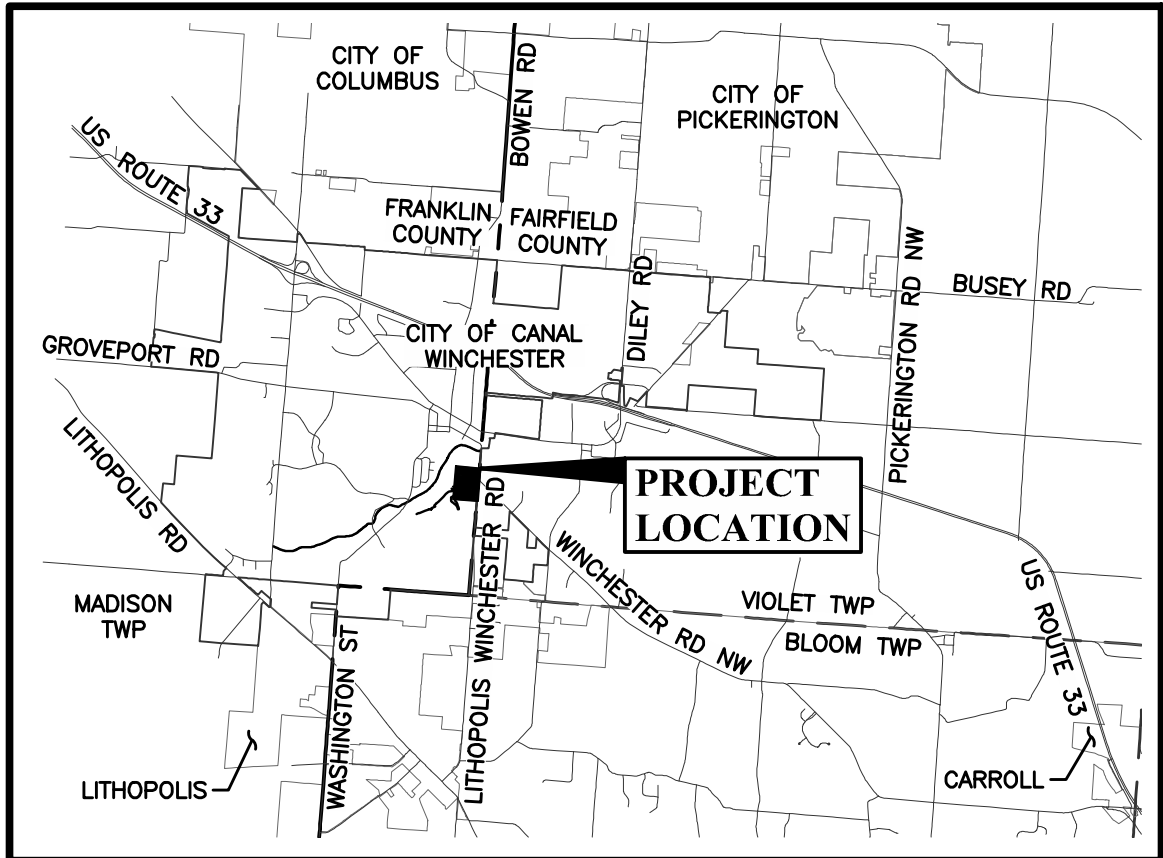
1 inch = 100 feet

OWNER

City of Canal Winchester
45 E. Waterloo St.
Canal Winchester, OH 43110
Tel: (614) 834-5109

ENGINEER

EMH&T Inc.
Shane Spencer, P.E.
5500 New Albany Road
Columbus, Ohio 43054
Tel: (614) 775-5692
Email: sspencer@emht.com



LOCATION MAP

Not to Scale

MUNICIPALITY APPROVAL

The signatures below signify only concurrence with the general purpose and general location
of the project. All technical details remain the responsibility of the design engineer preparing
the plans.

FOR THE CITY OF CANAL WINCHESTER:

Mayor, City of Canal Winchester	Date
City Administrator	Date
Asst. Director of Public Service - Utilities	Date
Asst. Director of Public Service - Streets, Lands & Buildings	Date
Urban Forester	Date

City Officials

Joe Steager, Mayor
Matthew C. Peoples, City Administrator
Amanda Jackson, Finance Director
William E. Sims, Construction Services Director
Lucas M. Haire, Development Director

City Council Members

Will Bennett, President
Laurie Amick, Vice President
Jill Amos
Steve Buskirk
Alec McLaughlin
Richard Moore
Patrick Shea

PREPARED BY:



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

Registered Engineer No. _____ Date _____

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF CANAL WINCHESTER

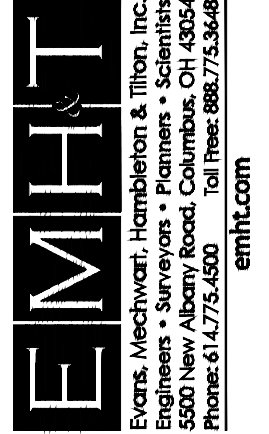
CANAL WINCHESTER, FRANKLIN COUNTY, OHIO
SITE IMPROVEMENT PLAN

FOR

McGILL PARK

PHASE 2B

TITLE SHEET



DATE

September 2025

SCALE

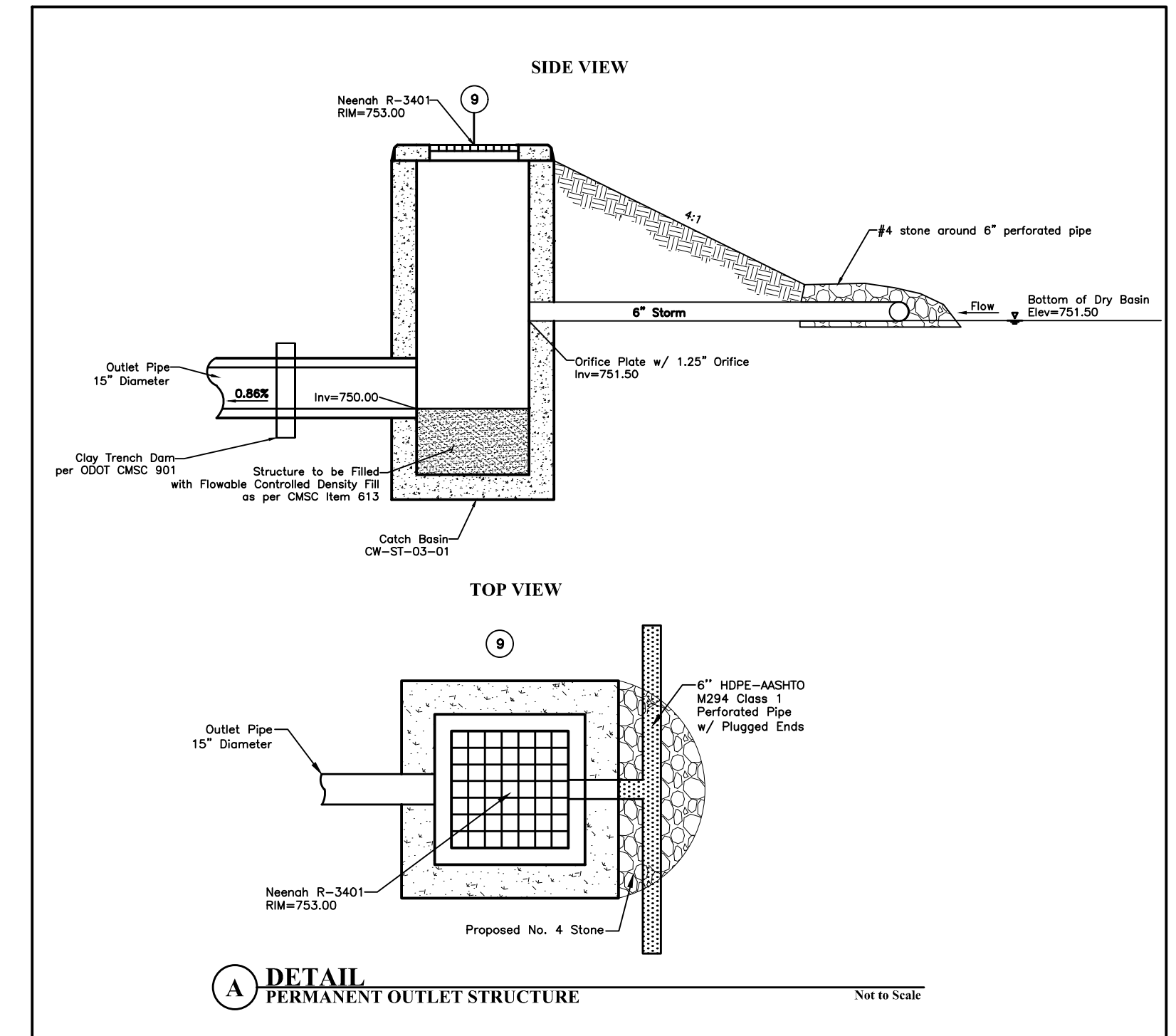
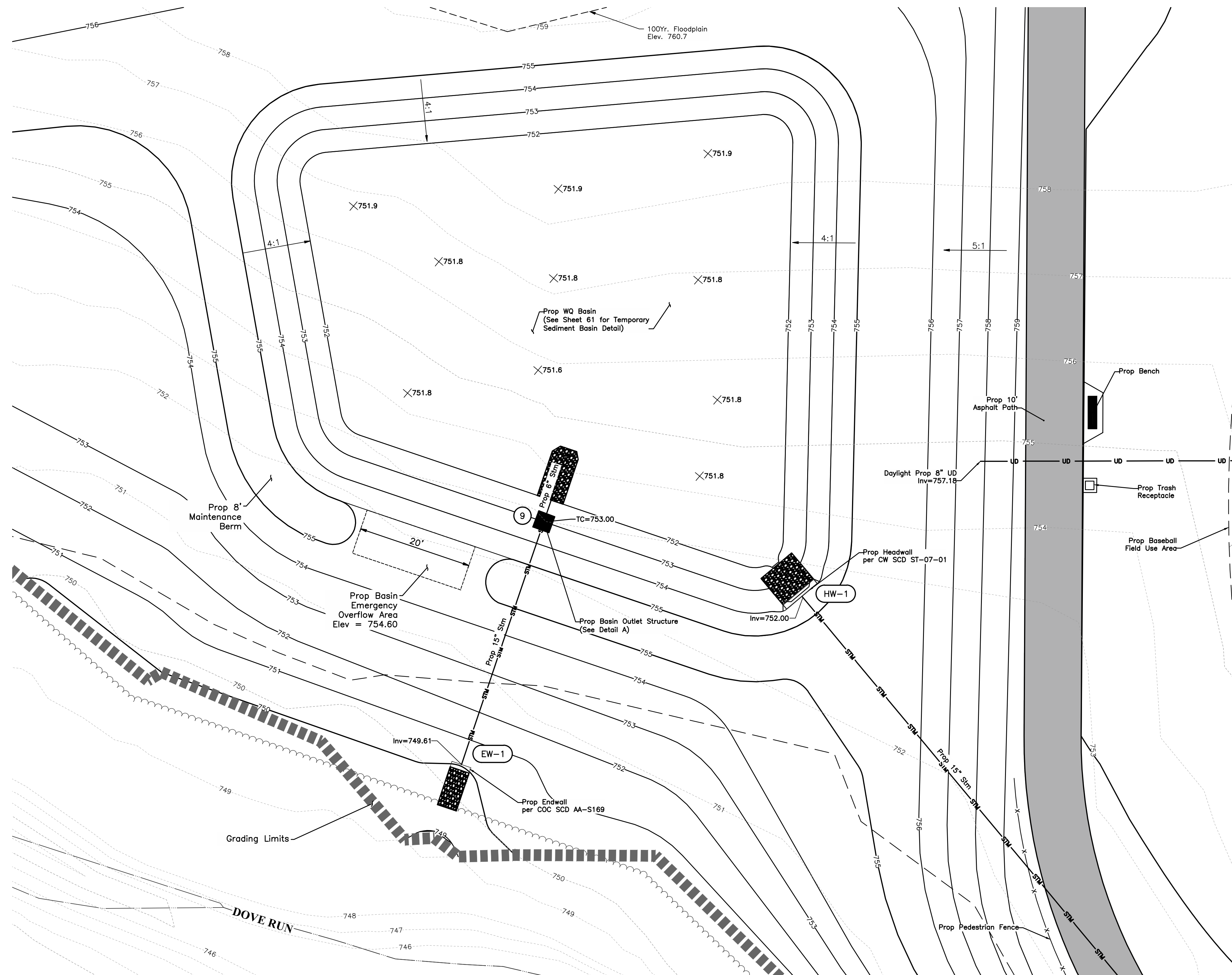
AS NOTED

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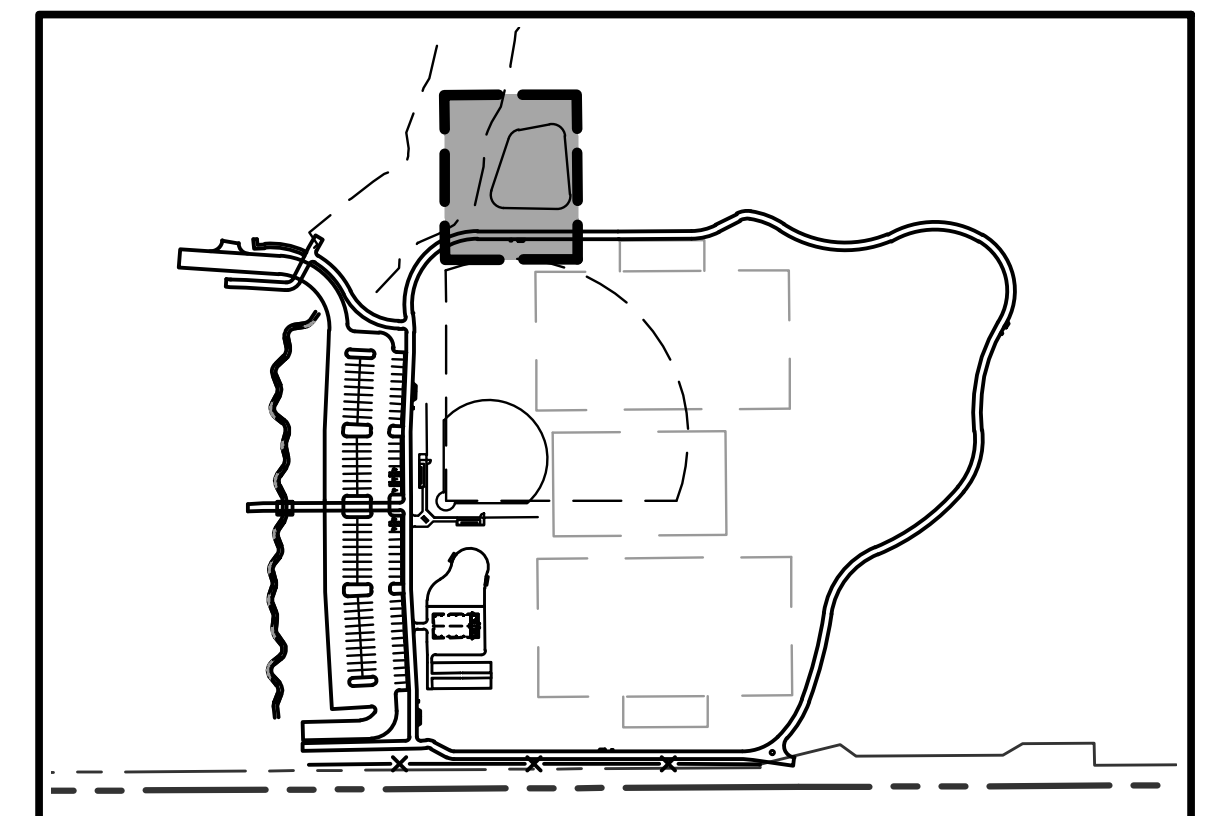
20241062

SHEET

1/61



Item 604 - Catch Basin Outlet Structure, As Per Plan: 6-inch perforated pipe and stone shall be considered incidental to the pay item.



LOCATION MAP
Not to Scale

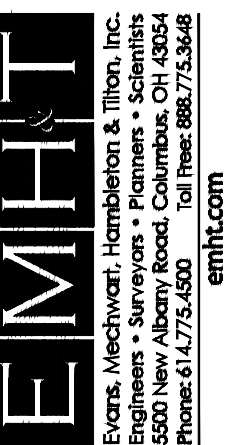
[illegible]

CITY OF CANAL WINCHESTER

**CANAL WINCHESTER, FRANKLIN COUNTY, OHIO
SITE IMPROVEMENT PLAN
FOR**

FOR
MCGILL PARK

BASIN GRADING PLAN



DATE
September 2025

SCALE

1" = 10'

OB NO.

20241062

SHEET

16/61

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EROSION AND SEDIMENT CONTROL NARRATIVE

ALL EROSION & SEDIMENT CONTROL PRACTICES ARE SUBJECT TO FIELD MODIFICATION AT THE DIRECTION OF CITY OF CANAL WINCHESTER AND/OR OHIO EPA.

PLAN DESIGNER: EMH&T
5500 New Albany Road Columbus, Ohio 43054
Tel: 614-775-4500

OWNER: City of Canal Winchester
45 E. Waterloo St., Canal Winchester, OH 43110
Tel: (614) 834-5109

PROJECT DESCRIPTION: Site grading, utilities, and paving for new athletic fields, play areas, parking lot, and associated pedestrian facilities.

EXISTING SITE CONDITIONS: Open Space

RECEIVING STREAM: Walnut Creek

ADJACENT AREAS: Stream/open field to the west;
Stream/residential to the north;
Lithopolis-Winchester Road to the east;
McGill Park to the south

CRITICAL AREAS: None

EROSION AND SEDIMENT CONTROL MEASURES: Erosion and sediment will be controlled by the use of linear sediment barriers, temporary swale, temporary sediment basin and inlet protection at storm sewer inlets.

PERMANENT STABILIZATION: All disturbed areas shall be seeded and mulched or paved.

MAINTENANCE: All erosion control devices are to be inspected by the construction superintendent daily and after rainfalls. Any damaged facilities are to be replaced/repared immediately as may be necessary.

CONSTRUCTION SEQUENCE:

1. Establish a construction entrance/exit, contractor laydown area and a concrete washout area.
2. Install perimeter sediment controls as shown on the plan.
3. Construct the temporary sediment basin, including the temporary skimmer and outlet structure. Ensure the post-construction orifice(s) are not installed during the sediment basin phase.
4. Install the temporary diversion channel to route runoff to the sediment basin.
5. Begin clearing and initial grading activities.
6. Install the proposed utilities. Utilize a dewatering filter bag for any muddy water encountered during utility work.
7. Install storm sewer inlet protection for newly constructed inlets.
8. Stabilize the disturbed areas according to the temporary and permanent seeding requirements.
9. Construct the proposed parking areas and ball field/park improvements
10. Remove the temporary diversion channel and fine grade the remaining disturbed park land areas.
11. Permanently stabilize the remaining disturbed areas.
12. Once permanent vegetation is established, remove the temporary sediment controls include the temporary skimmer and riser.
13. Construct the permanent outlet structure and post construction water quality orifices.
14. Perform stream restoration activities at a time when the environmental permits allow. Ensure the stream bypass pumping is utilized for any necessary pumping and ensure all disturbed areas are permanently stabilized as construction allows.

SCHEDULE: The Contractor shall provide a schedule of operations to the City. Sedimentation and erosion control features shall be placed and maintained in accordance with this schedule.

SITE CONTACT: City of Canal Winchester
45 E. Waterloo St., Canal Winchester, OH 43110
Bill Sims
Tel: (614) 834-5109

LEGEND

Existing Storm Sewer

Inlet Protection

Flow Direction

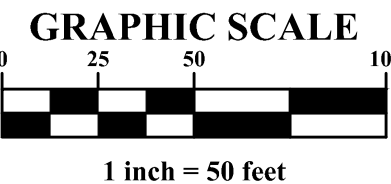
Proposed Linear Sediment Barrier

Proposed Compost Filter Stock

Proposed Storm Sewer

Work/ Grading Limits

CB



REVISIONS	
MARK	DESCRIPTION

CITY OF CANAL WINCHESTER

CANAL WINCHESTER, FRANKLIN COUNTY, OHIO
SITE IMPROVEMENT PLAN
FOR
MCGILL PARK
PHASE 2B
SEDIMENT & EROSION CONTROL PLAN

EMH&T

5500 New Albany Road Columbus, Ohio 43054
Engineers - Surveyors - Planners - Scientists
Phone: 614.775.5500 Fax: 614.775.5501
emht.com

DATE
September 2025

SCALE
1" = 50'

JOB NO.
20241062

SHEET
60/61

Appendix C – Design Calculations



A legacy of **experience**. A reputation for **excellence**.

McGill Park Phase 2B

WATER QUALITY VOLUME CALCULATIONS

BMP	Subarea Identifier	Area (acres)	Percent Impervious (%)	Rv	Water Quality Volume (ac-ft)	Water Quality Volume Elevation (feet)
Basin 01	Subarea 01	2.32	69%	0.67	0.117	-
	Subarea 02	1.81	16%	0.20	0.027	-
	Total	4.13	46%	0.46	0.144	752.86

Water Quality Volume calculated using the Ohio EPA formula:

$$WQ_v = \frac{R_v \times P \times A}{12}$$

where:

A = area draining into the BMP (acres)

P = 0.90" precipitation depth

Rv = the volumetric runoff coefficient

Rv = 0.05+0.9i

Where i = fraction of post-construction impervious surface

SEDIMENT BASIN CALCULATIONS

BMP	Tributary Area (acres)	Disturbed Area (acres)	Required Dewatering Volume (67 CY/Tributary Acre) (ac-ft)	Dewatering Volume Elevation (feet)	Required Sediment Storage Volume (37 CY/Disturbed Acre) (ac-ft)
Basin 01	7.85	7.85	0.33	752.94	0.18



A legacy of **experience**. A reputation for **excellence**.

McGill Park Phase 2B

HYDRODYNAMIC UNIT

C = 0.48
Tc = 12.80 minutes
intensity = 1.68 in/hr
Water Quality Flow = 1.89 cfs

C = runoff coefficient (calculated using the ASCE method)

$$C = 0.858i^3 - 0.78i^2 + 0.774i + 0.04$$

WATER QUALITY VOLUME CALCULATIONS

BMP	Subarea Identifier	Area (acres)	Percent Impervious (%)	Rv	Water Quality Volume (ac-ft)	Water Quality Volume Elevation (feet)
Device 01	Subarea 01	2.32	69%	0.67	0.117	-
				0.05	0.000	-
	Total	2.32	69%	0.67	0.117	

Water Quality Volume calculated using the Ohio EPA formula:

$$WQ_v = \frac{R_v \times P \times A}{12}$$

where:

A = area draining into the BMP (acres)

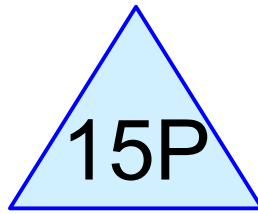
P = 0.90" precipitation depth

Rv = the volumetric runoff coefficient

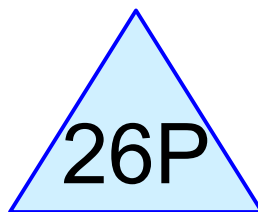
Rv = 0.05+0.9i

Where i = fraction of post-construction impervious surface

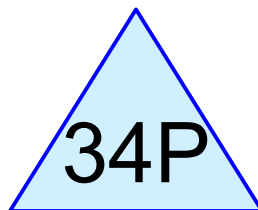
<https://dep.nj.gov/stormwater/stormwater-manufactured-treatment-devices/>



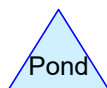
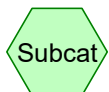
Dry Basin WQv @
752.86



Temp Sed Basin
Dewatering



Sediment Storage



Routing Diagram for McGill Park Phase 2 Stormwater Design Calculations

Prepared by EMH&T, Printed 9/12/2025

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Summary for Pond 15P: Dry Basin WQv @ 752.86

Inflow = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Outflow = 0.05 cfs @ 0.00 hrs, Volume= 0.145 af, Atten= 0%, Lag= 0.0 min
 Primary = 0.05 cfs @ 0.00 hrs, Volume= 0.145 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
 Starting Elev= 752.86' Surf.Area= 0.145 ac Storage= 0.145 af
 Peak Elev= 752.86' @ 0.00 hrs Surf.Area= 0.145 ac Storage= 0.145 af

Plug-Flow detention time= (not calculated: no plugs found)
 Center-of-Mass det. time= (not calculated: no inflow)

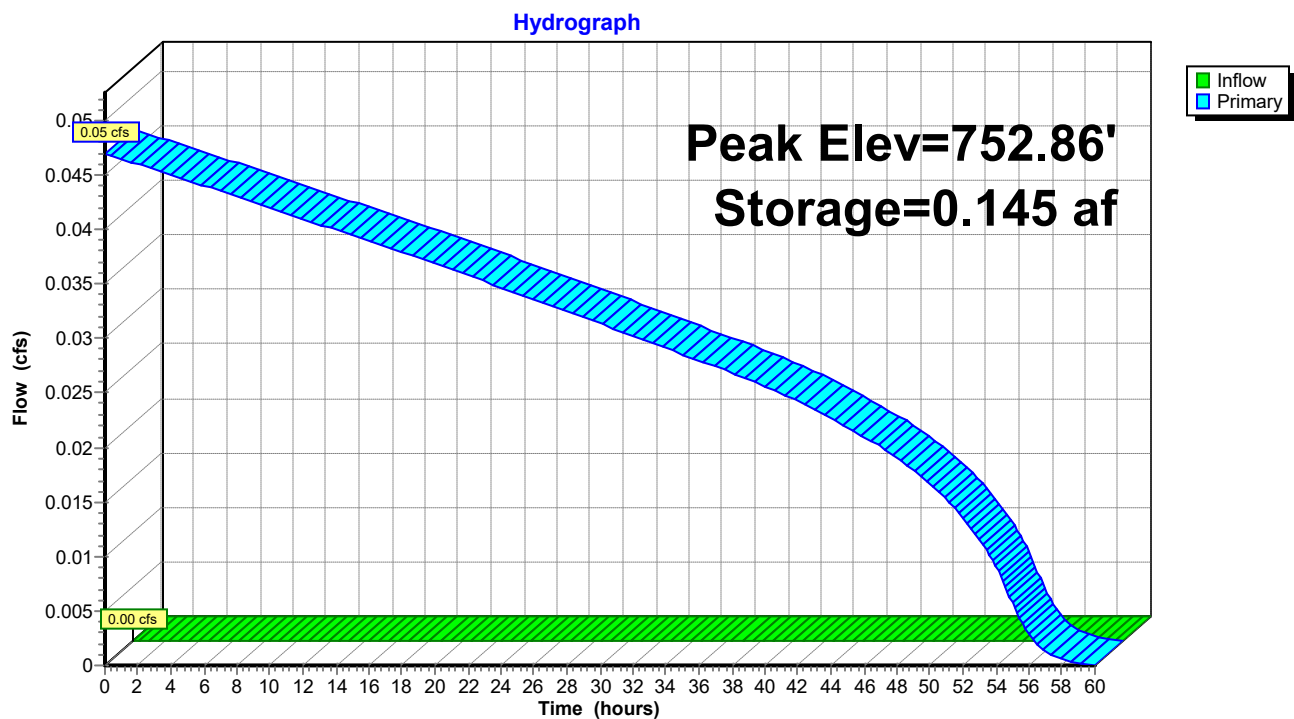
Volume	Invert	Avail.Storage	Storage Description
#1	751.50'	0.525 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
751.50	0.000	0.000	0.000
752.00	0.121	0.030	0.030
753.00	0.149	0.135	0.165
754.00	0.179	0.164	0.329
755.00	0.213	0.196	0.525

Device	Routing	Invert	Outlet Devices
#1	Primary	751.50'	1.25" Vert. WQ Orifice C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=0.05 cfs @ 0.00 hrs HW=752.86' (Free Discharge)
 ↑ **1=WQ Orifice** (Orifice Controls 0.05 cfs @ 5.51 fps)

Pond 15P: Dry Basin WQv @ 752.86



McGill Park Phase 2 Stormwater Design Calculations *Type II 24-hr 100-year Rainfall=6.06"*

Prepared by EMH&T

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Page 4

Hydrograph for Pond 15P: Dry Basin WQv @ 752.86

Time (hours)	Inflow (cfs)	Storage (acre-feet)	Elevation (feet)	Primary (cfs)
0.00	0.00	0.145	752.86	0.05
2.00	0.00	0.137	752.81	0.05
4.00	0.00	0.129	752.75	0.04
6.00	0.00	0.122	752.70	0.04
8.00	0.00	0.115	752.65	0.04
10.00	0.00	0.108	752.60	0.04
12.00	0.00	0.101	752.55	0.04
14.00	0.00	0.094	752.50	0.04
16.00	0.00	0.088	752.45	0.04
18.00	0.00	0.081	752.40	0.04
20.00	0.00	0.075	752.36	0.04
22.00	0.00	0.069	752.31	0.04
24.00	0.00	0.063	752.27	0.03
26.00	0.00	0.058	752.22	0.03
28.00	0.00	0.052	752.18	0.03
30.00	0.00	0.047	752.14	0.03
32.00	0.00	0.042	752.10	0.03
34.00	0.00	0.037	752.06	0.03
36.00	0.00	0.032	752.02	0.03
38.00	0.00	0.028	751.98	0.03
40.00	0.00	0.024	751.94	0.03
42.00	0.00	0.019	751.90	0.02
44.00	0.00	0.016	751.86	0.02
46.00	0.00	0.012	751.81	0.02
48.00	0.00	0.009	751.77	0.02
50.00	0.00	0.006	751.72	0.02
52.00	0.00	0.003	751.66	0.01
54.00	0.00	0.001	751.60	0.01
56.00	0.00	0.000	751.55	0.00
58.00	0.00	0.000	751.52	0.00
60.00	0.00	0.000	751.51	0.00

McGill Park Phase 2 Stormwater Design Calculations Type II 24-hr 100-year Rainfall=6.06"

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Summary for Pond 26P: Temp Sed Basin Dewatering

Inflow = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
Outflow = 0.07 cfs @ 0.00 hrs, Volume= 0.326 af, Atten= 0%, Lag= 0.0 min
Primary = 0.07 cfs @ 0.00 hrs, Volume= 0.326 af
Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs

Starting Elev= 752.94' Surf.Area= 0.147 ac Storage= 0.331 af

Peak Elev= 752.94' @ 0.00 hrs Surf.Area= 0.147 ac Storage= 0.331 af

Plug-Flow detention time= (not calculated: initial storage exceeds outflow)

Center-of-Mass det. time= (not calculated: no inflow)

Volume	Invert	Avail.Storage	Storage Description
#1	750.00'	0.820 af	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
750.00	0.084	0.000	0.000
751.00	0.102	0.093	0.093
752.00	0.121	0.112	0.205
753.00	0.149	0.135	0.340
754.00	0.179	0.164	0.503
755.00	0.213	0.196	0.699
755.50	0.268	0.120	0.820

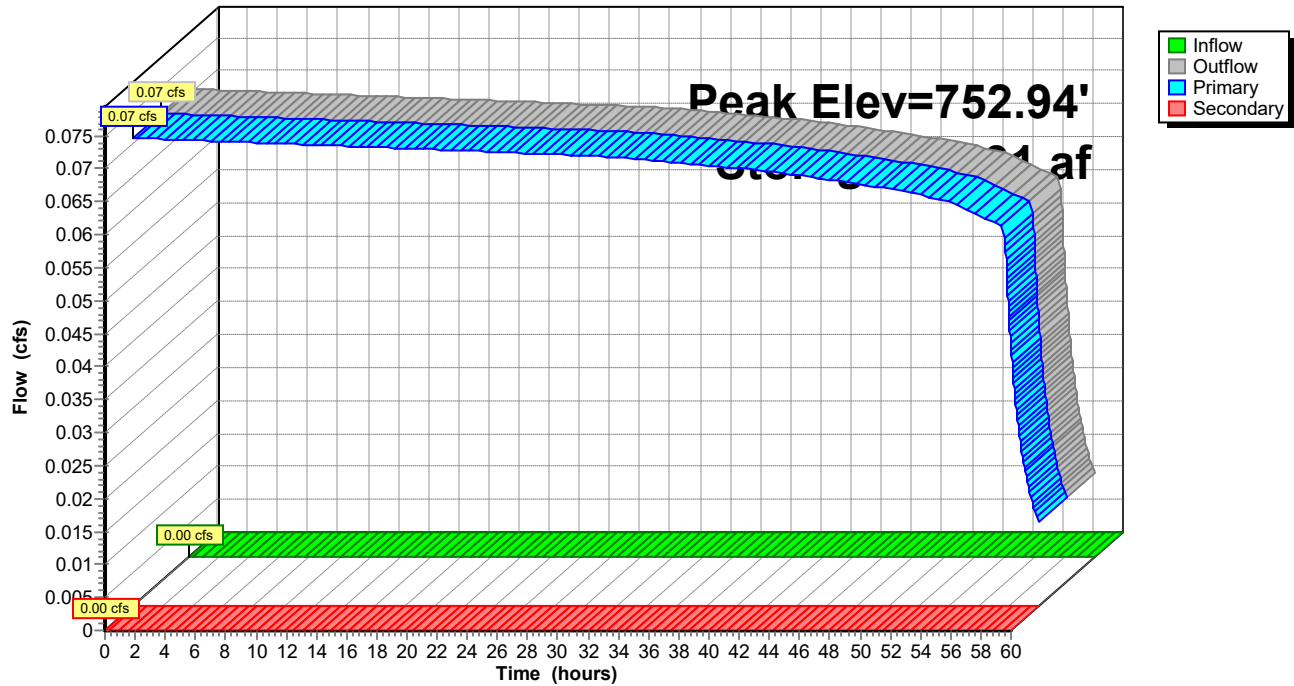
Device	Routing	Invert	Outlet Devices
#1	Primary	750.00'	15.00" Round Culvert L= 42.9' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 750.00' / 749.61' S= 0.0091 '/' Cc= 0.900 n= 0.013, Flow Area= 1.23 sf
#2	Device 1	750.00'	Marlee Float 3 in - 2.0 in orifice
#3	Device 1	753.00'	15.00" Horiz. Riser C= 0.600 Limited to weir flow at low heads
#4	Device 1	753.00'	16.50" x 16.50" Horiz. Grate C= 0.600 in 27.50" x 27.50" Grate (36% open area) Limited to weir flow at low heads
#5	Secondary	754.60'	20.0' long + 4.0 ' SideZ x 8.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.43 2.54 2.70 2.69 2.68 2.68 2.66 2.64 2.64 2.64 2.65 2.65 2.66 2.66 2.68 2.70 2.74

Primary OutFlow Max=0.07 cfs @ 0.00 hrs HW=752.94' (Free Discharge)

- 1=Culvert (Passes 0.07 cfs of 8.98 cfs potential flow)
- 2=Marlee Float 3 in - 2.0 in orifice (Custom Controls 0.07 cfs)
- 3=Riser (Controls 0.00 cfs)
- 4=Grate (Controls 0.00 cfs)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=752.94' (Free Discharge)

- 5=Broad-Crested Rectangular Weir (Controls 0.00 cfs)



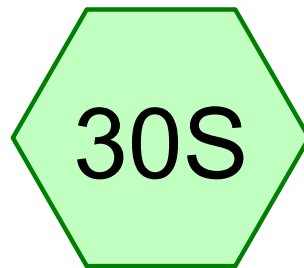
Hydrograph for Pond 26P: Temp Sed Basin Dewatering

Time (hours)	Inflow (cfs)	Storage (acre-feet)	Elevation (feet)	Outflow (cfs)	Primary (cfs)	Secondary (cfs)
0.00	0.00	0.331	752.94	0.07	0.07	0.00
2.00	0.00	0.319	752.86	0.07	0.07	0.00
4.00	0.00	0.307	752.78	0.07	0.07	0.00
6.00	0.00	0.296	752.70	0.07	0.07	0.00
8.00	0.00	0.284	752.61	0.07	0.07	0.00
10.00	0.00	0.272	752.53	0.07	0.07	0.00
12.00	0.00	0.261	752.44	0.07	0.07	0.00
14.00	0.00	0.249	752.36	0.07	0.07	0.00
16.00	0.00	0.238	752.27	0.07	0.07	0.00
18.00	0.00	0.226	752.18	0.07	0.07	0.00
20.00	0.00	0.215	752.08	0.07	0.07	0.00
22.00	0.00	0.203	751.99	0.07	0.07	0.00
24.00	0.00	0.192	751.90	0.07	0.07	0.00
26.00	0.00	0.181	751.80	0.07	0.07	0.00
28.00	0.00	0.169	751.70	0.07	0.07	0.00
30.00	0.00	0.158	751.60	0.07	0.07	0.00
32.00	0.00	0.147	751.50	0.07	0.07	0.00
34.00	0.00	0.136	751.40	0.07	0.07	0.00
36.00	0.00	0.124	751.30	0.07	0.07	0.00
38.00	0.00	0.113	751.20	0.07	0.07	0.00
40.00	0.00	0.102	751.09	0.07	0.07	0.00
42.00	0.00	0.091	750.98	0.07	0.07	0.00
44.00	0.00	0.081	750.88	0.07	0.07	0.00
46.00	0.00	0.070	750.77	0.06	0.06	0.00
48.00	0.00	0.059	750.66	0.06	0.06	0.00
50.00	0.00	0.049	750.55	0.06	0.06	0.00
52.00	0.00	0.038	750.44	0.06	0.06	0.00
54.00	0.00	0.028	750.32	0.06	0.06	0.00
56.00	0.00	0.018	750.21	0.06	0.06	0.00
58.00	0.00	0.009	750.10	0.04	0.04	0.00
60.00	0.00	0.005	750.06	0.01	0.01	0.00

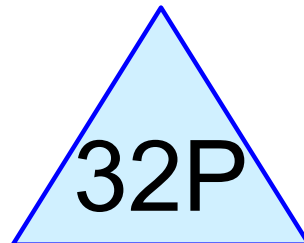
Summary for Pond 34P: Sediment Storage

Volume	Invert	Avail.Storage	Storage Description
#1	747.00'	0.183 af	Custom Stage Data (Prismatic) Listed below (Recalc)

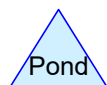
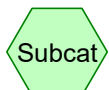
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
747.00	0.040	0.000	0.000
748.00	0.053	0.046	0.046
749.00	0.068	0.061	0.107
750.00	0.084	0.076	0.183



Temp Subarea



Temp Sed Basin



Routing Diagram for McGill Park Phase 2 Stormwater Design Calculations

Prepared by EMH&T, Printed 9/12/2025

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McGill Park Phase 2 Stormwater Design Calculations

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Rainfall Events Listing

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	1-year	Type II 24-hr		Default	24.00	1	2.17	2
2	2-year	Type II 24-hr		Default	24.00	1	2.70	2
3	5-year	Type II 24-hr		Default	24.00	1	3.35	2
4	10-year	Type II 24-hr		Default	24.00	1	3.86	2
5	25-year	Type II 24-hr		Default	24.00	1	4.64	2
6	50-year	Type II 24-hr		Default	24.00	1	5.33	2
7	100-year	Type II 24-hr		Default	24.00	1	6.06	2

McGill Park Phase 2 Stormwater Design Calculations

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Temporary Sediment Basin

Type II 24-hr 1-year Rainfall=2.17"

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Summary for Subcatchment 30S: Temp Subarea

Runoff = 11.86 cfs @ 12.02 hrs, Volume= 0.641 af, Depth= 0.98"
Routed to Pond 32P : Temp Sed Basin

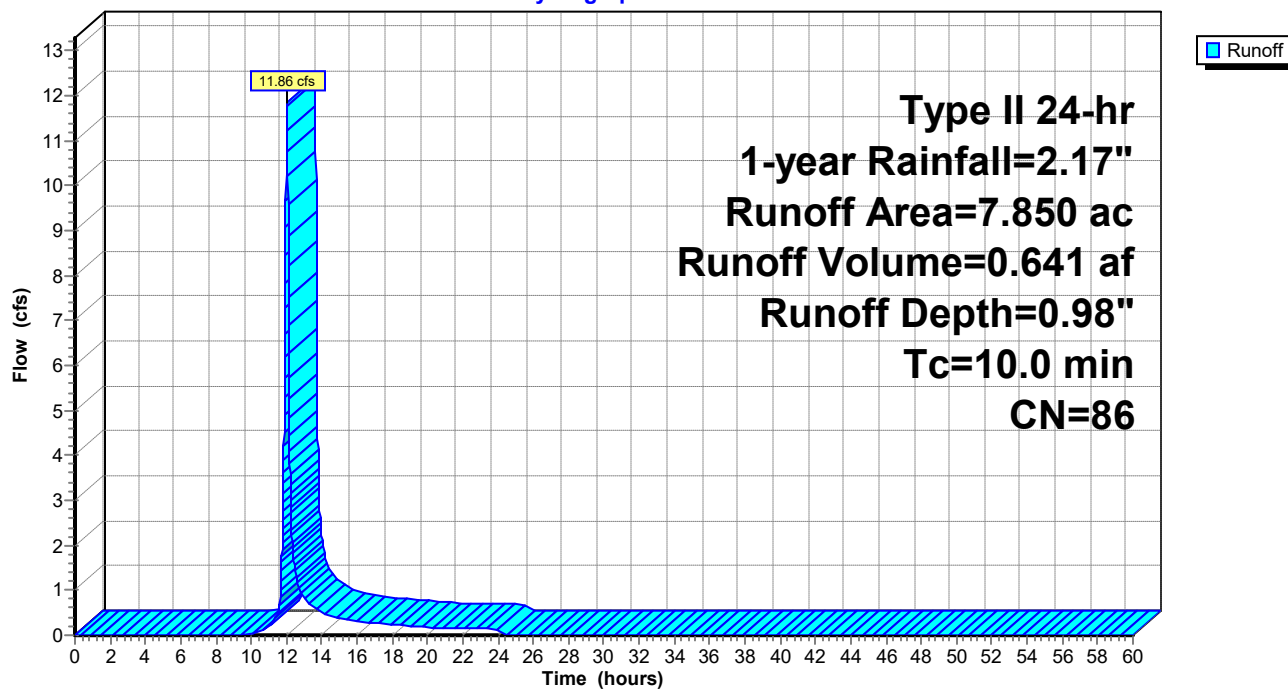
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Type II 24-hr 1-year Rainfall=2.17"

Area (ac)	CN	Description
7.850	86	Newly graded area, HSG B
7.850		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.0					Direct Entry,

Subcatchment 30S: Temp Subarea

Hydrograph



McGill Park Phase 2 Stormwater Design Calculations

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Temporary Sediment Basin
Type II 24-hr 1-year Rainfall=2.17"

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Summary for Pond 32P: Temp Sed Basin

Inflow Area = 7.850 ac, 0.00% Impervious, Inflow Depth = 0.98" for 1-year event
Inflow = 11.86 cfs @ 12.02 hrs, Volume= 0.641 af
Outflow = 0.89 cfs @ 12.89 hrs, Volume= 0.505 af, Atten= 92%, Lag= 51.9 min
Primary = 0.89 cfs @ 12.89 hrs, Volume= 0.505 af
Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Peak Elev= 753.09' @ 12.89 hrs Surf.Area= 0.152 ac Storage= 0.353 af

Plug-Flow detention time= 858.5 min calculated for 0.505 af (79% of inflow)
Center-of-Mass det. time= 770.2 min (1,611.3 - 841.1)

Volume	Invert	Avail.Storage	Storage Description
#1	750.00'	0.820 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
750.00	0.084	0.000	0.000
751.00	0.102	0.093	0.093
752.00	0.121	0.112	0.205
753.00	0.149	0.135	0.340
754.00	0.179	0.164	0.503
755.00	0.213	0.196	0.699
755.50	0.268	0.120	0.820

Device	Routing	Invert	Outlet Devices
#1	Primary	750.00'	15.00" Round Culvert L= 42.9' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 750.00' / 749.61' S= 0.0091 ' S= 0.0091 ' Cc= 0.900 n= 0.013, Flow Area= 1.23 sf
#2	Device 1	750.00'	Marlee Float 3 in - 2.0 in orifice
#3	Device 1	753.00'	15.00" Horiz. Riser C= 0.600 Limited to weir flow at low heads
#4	Device 1	753.00'	16.50" x 16.50" Horiz. Grate C= 0.600 in 27.50" x 27.50" Grate (36% open area) Limited to weir flow at low heads
#5	Secondary	754.60'	20.0' long + 4.0 ' SideZ x 8.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.43 2.54 2.70 2.69 2.68 2.68 2.66 2.64 2.64 2.64 2.65 2.65 2.66 2.66 2.68 2.70 2.74

McGill Park Phase 2 Stormwater Design Calculations

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Temporary Sediment Basin
Type II 24-hr 1-year Rainfall=2.17"

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Primary OutFlow Max=0.89 cfs @ 12.89 hrs HW=753.09' (Free Discharge)

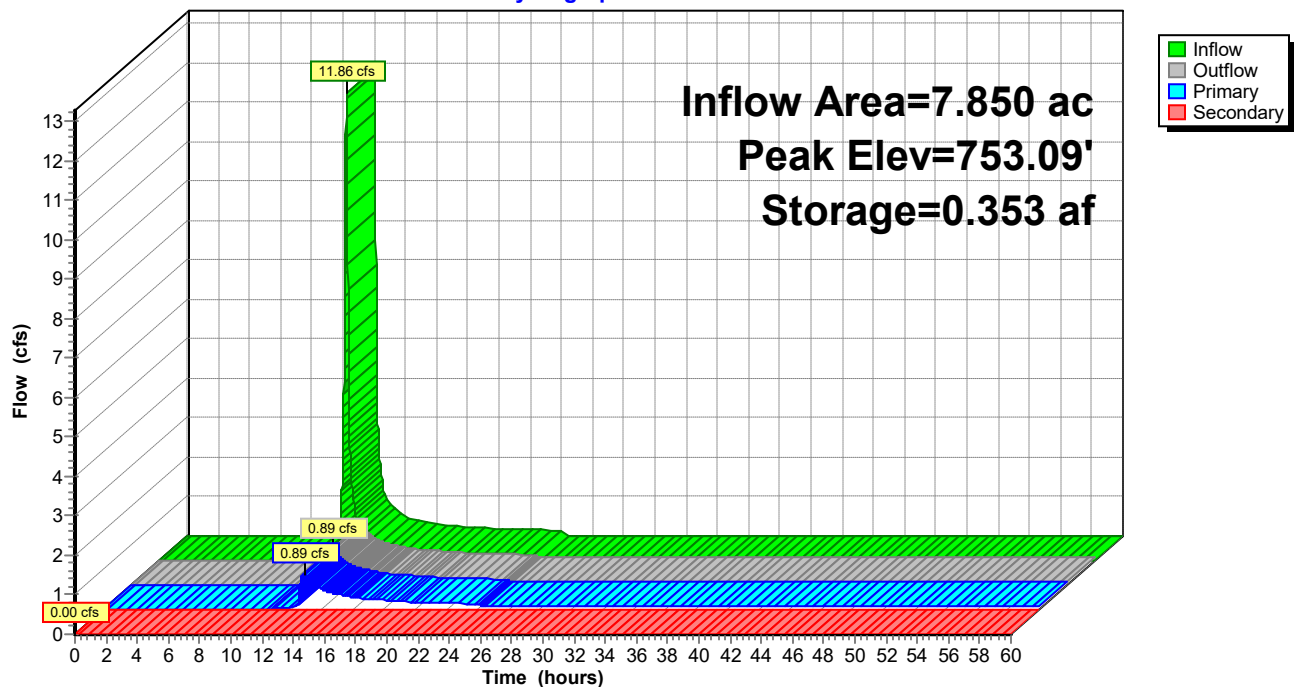
- 1=Culvert (Passes 0.89 cfs of 9.28 cfs potential flow)
- 2=Marlee Float 3 in - 2.0 in orifice (Custom Controls 0.07 cfs)
- 3=Riser (Weir Controls 0.34 cfs @ 0.98 fps)
- 4=Grate (Weir Controls 0.48 cfs @ 0.98 fps)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=750.00' (Free Discharge)

- 5=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 32P: Temp Sed Basin

Hydrograph



McGill Park Phase 2 Stormwater Design Calculations

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Temporary Sediment Basin

Type II 24-hr 2-year Rainfall=2.70"

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Summary for Subcatchment 30S: Temp Subarea

Runoff = 17.03 cfs @ 12.02 hrs, Volume= 0.921 af, Depth= 1.41"
Routed to Pond 32P : Temp Sed Basin

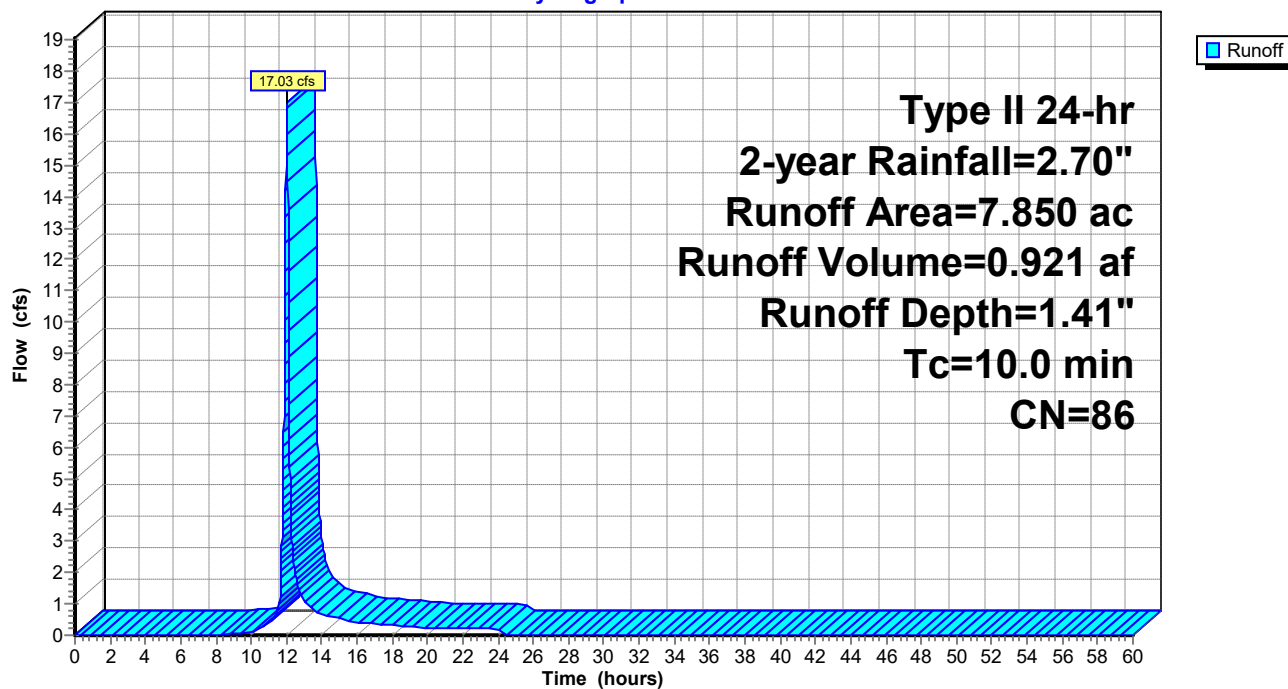
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Type II 24-hr 2-year Rainfall=2.70"

Area (ac)	CN	Description
7.850	86	Newly graded area, HSG B
7.850		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.0					Direct Entry,

Subcatchment 30S: Temp Subarea

Hydrograph



McGill Park Phase 2 Stormwater Design Calculations

Prepared by EMH&T

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Temporary Sediment Basin
Type II 24-hr 2-year Rainfall=2.70"

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Summary for Pond 32P: Temp Sed Basin

Inflow Area = 7.850 ac, 0.00% Impervious, Inflow Depth = 1.41" for 2-year event
Inflow = 17.03 cfs @ 12.02 hrs, Volume= 0.921 af
Outflow = 6.29 cfs @ 12.17 hrs, Volume= 0.785 af, Atten= 63%, Lag= 9.1 min
Primary = 6.29 cfs @ 12.17 hrs, Volume= 0.785 af
Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Peak Elev= 753.34' @ 12.17 hrs Surf.Area= 0.159 ac Storage= 0.393 af

Plug-Flow detention time= 570.1 min calculated for 0.785 af (85% of inflow)
Center-of-Mass det. time= 501.5 min (1,332.2 - 830.7)

Volume	Invert	Avail.Storage	Storage Description
#1	750.00'	0.820 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
750.00	0.084	0.000	0.000
751.00	0.102	0.093	0.093
752.00	0.121	0.112	0.205
753.00	0.149	0.135	0.340
754.00	0.179	0.164	0.503
755.00	0.213	0.196	0.699
755.50	0.268	0.120	0.820

Device	Routing	Invert	Outlet Devices
#1	Primary	750.00'	15.00" Round Culvert L= 42.9' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 750.00' / 749.61' S= 0.0091 ' S= 0.0091 ' Cc= 0.900 n= 0.013, Flow Area= 1.23 sf
#2	Device 1	750.00'	Marlee Float 3 in - 2.0 in orifice
#3	Device 1	753.00'	15.00" Horiz. Riser C= 0.600 Limited to weir flow at low heads
#4	Device 1	753.00'	16.50" x 16.50" Horiz. Grate C= 0.600 in 27.50" x 27.50" Grate (36% open area) Limited to weir flow at low heads
#5	Secondary	754.60'	20.0' long + 4.0 ' SideZ x 8.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.43 2.54 2.70 2.69 2.68 2.68 2.66 2.64 2.64 2.64 2.65 2.65 2.66 2.66 2.68 2.70 2.74

McGill Park Phase 2 Stormwater Design Calculations

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Temporary Sediment Basin
Type II 24-hr 2-year Rainfall=2.70"

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Primary OutFlow Max=6.29 cfs @ 12.17 hrs HW=753.34' (Free Discharge)

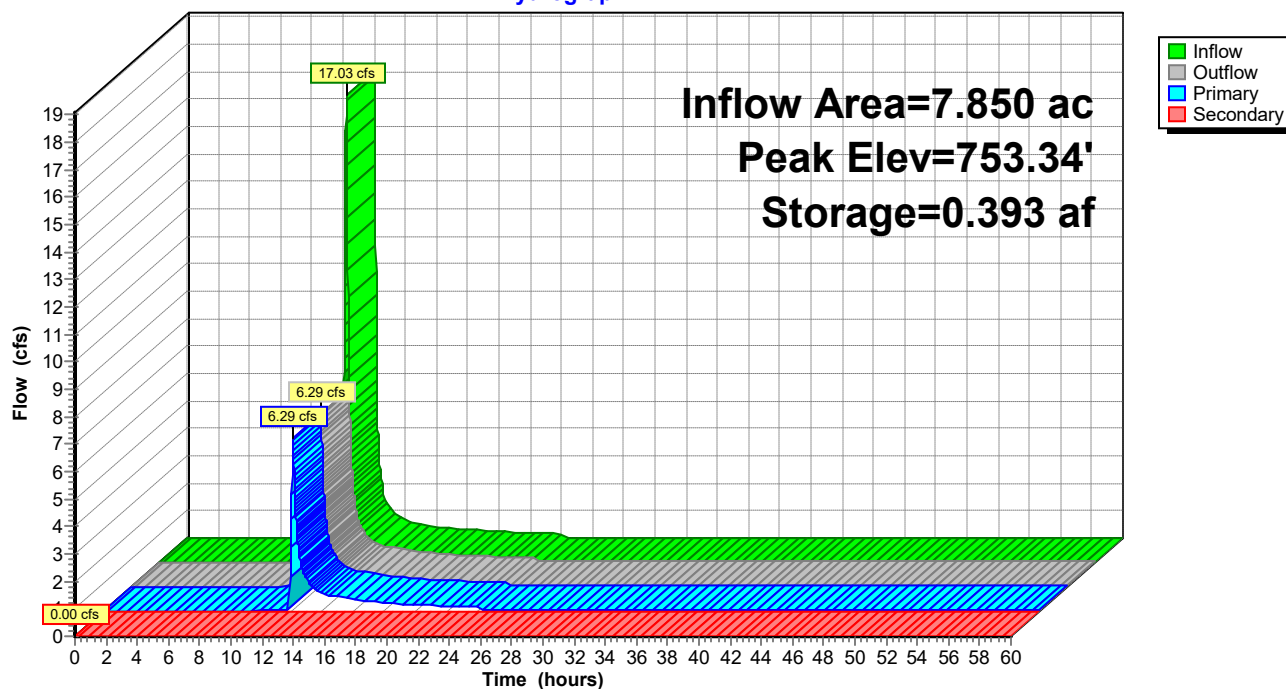
- 1=Culvert (Passes 6.29 cfs of 9.74 cfs potential flow)
- 2=Marlee Float 3 in - 2.0 in orifice (Custom Controls 0.07 cfs)
- 3=Riser (Weir Controls 2.59 cfs @ 1.92 fps)
- 4=Grate (Weir Controls 3.63 cfs @ 1.92 fps)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=750.00' (Free Discharge)

- 5=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 32P: Temp Sed Basin

Hydrograph



McGill Park Phase 2 Stormwater Design Calculations

Prepared by EMH&T

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Temporary Sediment Basin

Multi-Event Tables

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Events for Pond 32P: Temp Sed Basin

Event	Inflow (cfs)	Outflow (cfs)	Primary (cfs)	Secondary (cfs)	Elevation (feet)	Storage (acre-feet)
1-year	11.86	0.89	0.89	0.00	753.09	0.353
2-year	17.03	6.29	6.29	0.00	753.34	0.393
5-year	23.62	10.71	10.71	0.00	753.91	0.487
10-year	28.90	11.64	11.64	0.00	754.51	0.598
25-year	37.03	25.36	12.34	13.02	754.99	0.697
50-year	44.24	37.27	12.59	24.68	755.16	0.736
100-year	51.87	46.85	12.76	34.09	755.29	0.765

Appendix D – Grading and Stabilization Activities Log

McGill Park Phase 2B

[illegible]

Appendix E – Site Inspection Forms

Construction General Permit Site Inspection Report

Project Name: McGill Park Phase 2B
NPDES ID Number: _____

Section A – General Information		
<i>(If necessary, complete additional inspection reports for each separate inspection location.)</i>		
Inspector Information		
Inspector Name:		Email:
Qualifications:		Phone Number:
Inspection Details		
Inspection Date:	Inspection Start Time:	Inspection End Time:
Location Inspected:		Current Phase of Construction:
Weather Conditions for the period since the last inspection:		
Weather Conditions During Inspection:		
Required Frequency Basis for This Inspection: ☐ after any storm event greater than one-half inch of rain per 24-hour period (by the end of the next calendar day, excluding weekends and holidays unless work is scheduled) As determined by ☐ On-site rain gauge ☐ Weather station report (Source: _____) Storm event date and start time: _____ Storm Event Duration : _____ Total Rainfall (inches): _____ Did a discharge occur? ☐ Yes ☐ No ☐ Unknown ☐ once every seven calendar days ☐ once every month for dormant sites: ☐ the entire site is temporarily stabilized) ☐ runoff is unlikely due to extended periods of snow or ice cover, or the ground is frozen		
Section B – Description of Discharges		
Discharge Location	Is a discharge occurring during the inspection?	Observations for each point of discharge ¹ :
	☐ Yes ☐ No	
	☐ Yes ☐ No	
	☐ Yes ☐ No	
Section C – Overall Site Conditions		

¹. Describe the visual quality of the discharge including color; odor; floating, settled, or suspended solids; foam; oil sheen; and other indicators of stormwater pollutants. Include signs of the above pollutant characteristics that are visible from your site and attributable to your discharge.

Construction General Permit Site Inspection Report

Project Name: McGill Park Phase 2B
NPDES ID Number: _____

Are all BMPs in the SWP3 are properly implemented in accordance with the proposed schedule?	☐ Yes ☐ No	Notes:
Are all BMPs installed are adequate?	☐ Yes ☐ No	Notes:
Are additional BMPs needed that do not exist at the time of the inspection?	☐ Yes ☐ No	Notes:
Is there evidence of or the potential for pollutants to discharge?	☐ Yes ☐ No	Notes:
Requires Corrective Action? ☐ Yes ☐ No	Describe Actions Needed:	

Section D – Erosion and Sediment Controls		
Construction Entrance		
Description of Conditions Observed:		
Is a construction entrance installed per plan?	☐ Yes ☐ No	Notes:
Is sediment being tracked off-site?	☐ Yes ☐ No	Notes:
Does sediment need to be removed from the surface?	☐ Yes ☐ No	Notes:
Does the runoff drain properly away from the entrance?	☐ Yes ☐ No	Notes:
Requires Routine Maintenance? ☒ Yes ☐ No	Describe Maintenance Items Needed:	
Requires Corrective Action? ☐ Yes ☐ No	Describe Actions Needed:	

Construction General Permit Site Inspection Report

Project Name: McGill Park Phase 2B
NPDES ID Number: _____

Permanent Stabilization		
Description of Conditions Observed:		
Are all areas of the site at final grade permanently stabilized?	☐ Yes ☐ No	Notes:
Have proper methods for seedbed preparation, fertilizer application, and mulching utilized?	☐ Yes ☐ No	Notes:
Are critical areas (conveyance channels, outlets, steep slopes, etc.) stabilized?	☐ Yes ☐ No	Notes:
Requires Routine Maintenance? ☐ Yes ☐ No	Describe Maintenance Items Needed:	
Requires Corrective Action? ☐ Yes ☐ No	Describe Actions Needed:	

Temporary Stabilization		
Description of Conditions Observed:		
Are all disturbed areas of the site that will lie dormant for over 14 days temporarily stabilized?	☐ Yes ☐ No	Notes:
Have all stockpiles been temporarily stabilized?	☐ Yes ☐ No	Notes:
Does existing temporary stabilization provide sufficient and effective cover?	☐ Yes ☐ No	Notes:
Requires Routine Maintenance? ☐ Yes ☐ No	Describe Maintenance Items Needed:	
Requires Corrective Action? ☐ Yes ☐ No	Describe Actions Needed:	

Sediment Settling Pond		
Description of Conditions Observed:		
Is a sediment settling pond installed per plan?	☐ Yes ☐ No	Notes:
Does runoff enter the pond without causing erosion or bypassing the control?	☐ Yes ☐ No	Notes:
Are the banks stabilized?	☐ Yes ☐ No	Notes:
Is the skimmer installed and functioning properly?	☐ Yes ☐ No	Notes:
Does the Dewatering volume drain entirely through the skimmer?	☐ Yes ☐ No	Notes:
Is the outlet free of obstructions?	☐ Yes ☐ No	Notes:
Does the pond have sediment storage capacity?	☐ Yes ☐ No	Notes:
Requires Routine Maintenance? ☐ Yes ☐ No	Describe Maintenance Items Needed:	
Requires Corrective Action? ☐ Yes ☐ No	Describe Actions Needed:	

Sediment Barriers		
Description of Conditions Observed:		
Are sediment barriers installed as planned in the SWP3?	☐ Yes ☐ No	Notes:
Is the barrier sealed to the ground with ends upturned and without gaps or openings such that water ponds behind it?	☐ Yes ☐ No	Notes:
Does captured sediment need to be removed from behind the barrier?	☐ Yes ☐ No	Notes:
Requires Routine Maintenance? ☐ Yes ☐ No	Describe Maintenance Items Needed:	
Requires Corrective Action? ☐ Yes ☐ No	Describe Actions Needed:	

Storm Drain Inlet Protection		
Description of Conditions Observed:		
Is storm drain inlet protection installed as planned in the SWP3?	☐ Yes ☐ No	Notes:
Are all operational inlets receiving sediment-laden water protected?	☐ Yes ☐ No	Notes:
Does runoff bypass the device through tears, seams, gaps, or holes?	☐ Yes ☐ No	Notes:
Does captured sediment need to be removed from the device?	☐ Yes ☐ No	Notes:
Requires Routine Maintenance? ☐ Yes ☐ No	Describe Maintenance Items Needed:	
Requires Corrective Action? ☐ Yes ☐ No	Describe Actions Needed:	

Construction General Permit Site Inspection Report

Project Name: McGill Park Phase 2B
NPDES ID Number: _____

OTHER CONTROL: _____	
Description of Conditions Observed:	
Requires Routine Maintenance? ☐ Yes ☐ No	Describe Maintenance Items Needed:
Requires Corrective Action? ☐ Yes ☐ No	Describe Actions Needed:

OTHER CONTROL: _____	
Description of Conditions Observed:	
Requires Routine Maintenance? ☐ Yes ☐ No	Describe Maintenance Items Needed:
Requires Corrective Action? ☐ Yes ☐ No	Describe Actions Needed:

OTHER CONTROL: _____	
Description of Conditions Observed:	
Requires Routine Maintenance? ☐ Yes ☐ No	Describe Maintenance Items Needed:
Requires Corrective Action? ☐ Yes ☐ No	Describe Actions Needed:

Section D – Pollution Controls

Are all controls to prevent the following pollutants from entering the drainage system or discharging installed, maintained, and operating effectively?

Dewatering	☐ Yes ☐ No ☐ N/A	Notes:
Washout of Concrete and other materials	☐ Yes ☐ No ☐ N/A	Notes:
Fuel Storage & Handling	☐ Yes ☐ No ☐ N/A	Notes:
Trash Storage & Handling	☐ Yes ☐ No ☐ N/A	Notes:
Agrichemical Storage & Handling	☐ Yes ☐ No ☐ N/A	Notes:
Petroleum Product Storage & Handling	☐ Yes ☐ No ☐ N/A	Notes:
Toxic Materials Storage & Handling	☐ Yes ☐ No ☐ N/A	Notes:
Sanitary Waste	☐ Yes ☐ No ☐ N/A	Notes:
Requires Routine Maintenance? ☐ Yes ☐ No	Describe Maintenance Items Needed:	
Requires Corrective Action? ☐ Yes ☐ No	Describe Actions Needed:	

Section E – Site Compliance Summary	
☐ I certify that on the date of this inspection, the site was found to be in compliance with the terms of the applicable Construction General Permit.	
☐ The following corrective actions are required by the established completion date ¹ .	
Corrective Action:	Complete By:
Section F – Signature and Certification	
"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information contained therein. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information contained is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."	
Signature of Inspector or "Duly Authorized Representative:"	
Signature:	Date:
Printed Name:	Affiliation:

¹ If the inspection reveals that a control practice needs repair or maintenance, it shall be repaired or maintained within 3 days of the inspection. Sediment settling ponds shall be repaired or maintained within 10 days of the inspection. If the inspection reveals that a control practice fails to perform its intended function and that another, more appropriate control practice is required, the SWP3 shall be amended, and the new control practice shall be installed within 10 days of the inspection. If the inspection reveals that a control practice has not been implemented in accordance with the schedule, the control practice shall be implemented within 10 days from the date of the inspection. If the inspection reveals that the planned control practice is not needed, the record shall contain a statement of explanation as to why the control practice is not needed.

Appendix F – Corrective Action Log

McGill Park Phase 2B

Date of Inspection	Description of Corrective Action	Date Completed	Completed by [Name(s) and Title]

Appendix G – Subcontractor Identification and Certification

McGill Park Phase 2B

Subcontractor	Contact [Name and Phone Number]	Work Activities

**SUBCONTRACTOR CERTIFICATION
STORMWATER POLLUTION PREVENTION PLAN**

Project Number: _____

Project Title: _____

Operator(s): _____

As a subcontractor, you are required to comply with the Stormwater Pollution Prevention Plan (SWP3) for any work that you perform on-site. Any person or group who violates any condition of the SWP3 may be subject to substantial penalties or loss of contract. You are encouraged to advise each of the employees working on this project of the requirements of the SWP3. A copy of the SWP3 is available for review at the office trailer.

Each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement:

I certify under the penalty of law that I have read and understand the terms and conditions of the SWP3 for the above designated project and agree to follow the practices described in the SWP3.

This certification is hereby signed in reference to the above-named project:

Company: _____

Address: _____

Telephone number: _____

Type of construction service to be provided: _____

Signature: _____

Title: _____

Date: _____

Appendix H – Delegation of Authority

Delegation of Authority

I, _____ (name), hereby designate the person or specifically described position below to be a duly authorized representative for the purpose of overseeing compliance with environmental requirements, including Ohio EPA's Construction General Permit (CGP), at the _____ construction site. The designee is authorized to sign any reports, stormwater pollution prevention plans, and all other documents required by the permit.

(name of person or position)
(company)
(address)
(city, state, zip)
(phone)

By signing this authorization, I confirm that I meet the requirements to make such a designation as set forth in Part V.G.2 of Ohio EPA's CGP.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: _____

Company: _____

Title: _____

Signature: _____

Date: _____

APPENDIX I – SWP3 Training Log

McGill Park Phase 2B

Date of Training	Description of Training	Attendees

APPENDIX J – Surface Water Impact Permits

APPENDIX F

**COVENANT B OF THE JANUARY 27, 1972
EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER
OF THE GOVERNOR OF OHIO**

During the performance of this contract, the contractor agrees as follows:

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; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. 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 contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency, advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on Equal Employment Opportunity (EEO) and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
5. The contractor agrees he will fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this contract. Said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
6. Full cooperation as expressed in clause 5 above, shall include, but not be listed to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO and by the rules,

regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event this contract is terminated for a material breach of said Regulations, the contractor shall become liable for any and all damages as a result of said breach.

8. The contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

NOTICE: THE CONTRACTOR MUST COMPLY WITH THE
PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER
84-9, DATED FEBRUARY 15, 1984, WHICH REQUIRES
THE ESTABLISHMENT OF UNIFORM STATEWIDE GOALS
FOR THE UTILIZATION OF WOMEN ON STATE AND
STATE-ASSISTED CONSTRUCTION CONTRACTS.

APPENDIX G

POTENTIALLY APPLICABLE FEDERAL STATUTES & REGULATIONS

Nondiscrimination

Recipients of federal funding assistance must comply with all applicable federal laws and implementing regulations prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, age, disability, military and veteran status, including the applicable provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq., 43 C.F.R. Part 17), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§2000e et seq.), federal Executive Order 11246 1965), Section 504 of the Rehabilitation act of 1973, as amended, (29 U.S.C. §794 and 43 C.F.R. Part 17 Subpart B), and The Age Discrimination Act of 1975 (42 U.S.C. §§6101 et seq. and 43 C.F.R. Part 17, Subpart C); The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. §4212); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq. and 34 C.F.R. Part 106); Title II of the Genetic Information Nondiscrimination Act of 2008 (42 U.S.C. Chap. 21F) as well as any other applicable laws, executive orders, and regulations prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. § 4112.01), national origin, or ancestry.

Civil Rights Act of 1968

Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, prohibits recipients of federal funding assistance from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-Le., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Americans with Disabilities Act of 1990

The requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal

opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

National Environmental Policy Act

The requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, require recipients of federal funding assistance to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Uniform Relocation Assistance

Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and Ohio Revised Code Chap. 163 applies to all federally assisted real property acquisitions.

Davis-Bacon Act

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Appendix II to Part 200, Title 2 (up to date as of 8/01/2022) Loans or Grants from the United States”). The Act provides that each

contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Endangered Species Act

The federal Endangered Species Act (7 U.S.C. § 136, 16 U.S.C. § 1531 et seq.) prohibits federal agencies from authorizing, funding or carrying out any action likely to threaten or harm the existence of an endangered / threatened species (or harm their habitat).

OMB Guidance

The applicable OMB guidance in subparts A through F of 2 C.F.R. Part 200 apply to recipients of federal funding assistance. A recipient of federal funding assistance must also follow the regulations found in 2 C.F.R. §200.330 through 2 C.F.R. §200.332. Electronic copies of the C.F.R. can be obtained at the following internet site: www.ecfr.gov

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Trafficking Victims Protection Act of 2000 (TVPA)

The requirements of the government-wide financial assistance award term implement Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15.

Drug-Free Workplace Regulations

Drug-free workplace requirements are in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Debarment and Suspension

The non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Energy Policy and Conservation Act

The Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Limited English Proficiency

Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibits discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to <http://www.lep.gov>.

Universal Identifier and System of Award Management

Recipients of federal funding assistance are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXVII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of a federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII.

False Claims Act and Program Fraud Civil Remedies

The requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733 prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Copyright

The applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) is required for any work first produced under federal financial assistance awards.

Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A.

Whistleblower Protection Act

The statutory requirements for whistleblower protections (if applicable) are at 10 U.S.C. section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Patents and Intellectual Property Rights

Recipients of federal funding assistance are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Environmental Planning and Historic Preservation (EHP) Review

The recipient of federal funding assistance is required to consider the potential impacts to natural and cultural resources, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended, National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the Ohio History Connection.

Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the recipient of federal funding assistance must request instructions from federal awarding agency to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

Prohibition on certain telecommunications and video surveillance services or equipment

Prohibition on certain telecommunications and video surveillance services or equipment. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information.

General Notes

Not all notes are applicable to each project, and some projects may have supplemental notes not shown herein.

1. The Canal Winchester requirements, together with the latest edition of the City of Columbus Construction and Material Specifications (2018 CCMS) and ODOT specifications (2023 CMS), shall govern all construction items that are a part of the plans, unless otherwise noted. If there are any discrepancies, the Canal Winchester requirements shall govern.
2. The contractor shall contact the municipal Construction Services Director, 614-834-5109, at least three working days prior to the commencement of any construction.
3. The contractor and subcontractor shall be solely responsible for complying with all federal, state and local safety requirements, together with exercising precautions at all times for the protection of persons (including employees) and property. It is also the sole responsibility of the contractor and subcontractor to initiate, maintain and supervise all safety requirements, precautions and programs in connection with the work.
4. Any modification to the specifications or changes to the work as shown on the drawings must have prior written approval of the Municipal Engineer and, when applicable, the Urban Forester
5. The contractor shall obtain all necessary permits prior to construction.
6. Existing utilities shown are from best available records and field investigation, and are not necessarily complete or exact. The contractor is responsible for the investigation, location, support, protection and restoration of all existing utilities and appurtenances whether shown on these plans or not. The contractor shall expose all utilities or structures prior to construction to verify the vertical and horizontal effect on the proposed construction, and shall make adjustments in elevations as directed by the Municipal Engineer to provide sufficient clearance between the proposed and existing utilities. The contractor shall call the Ohio Utilities Protection Service OHIO 811 at 1-800-362-2764 three (3) working days prior to work in the vicinity of their underground lines.
7. The following public utilities (614-834-5111) are located within the work limits of this project:
 - Canal Winchester Division of Water
 - Canal Winchester Division of Water Reclamation
 - Canal Winchester Division of Street
 - Canal Winchester Division of Storm Water
8. Minimum Pavement Composition – All street pavement shall be determined by existing soil conditions and an ASHTO pavement design. The design engineer shall also consider future construction traffic.
9. Any property corner pins or permanent survey markings disturbed during construction shall be reset by a registered surveyor at the contractor's expense.
10. The tracking of spillage of mud, dirt or debris upon municipal streets is prohibited and any such occurrence shall be cleaned up immediately by the contractor.

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11. No nonrubber tire vehicle shall be moved on municipal streets. Exceptions may be granted by an authorized municipal official where short distances and special circumstances are involved. Granting of exceptions must be in writing and any resulting damage must be repaired to the satisfaction of the municipality.
12. The contractor shall be responsible for maintaining mail service in the construction area including any temporary mailboxes.
13. All items of work called for on the plans for which no specific method of payment is provided shall be performed by the contractor and the cost of same shall be included in the price bid for the various related items.
14. The contractor shall exercise extreme caution when excavating in the vicinity of existing trees, taking all measures possible to protect and preserve them. The contractor shall be governed by the provisions of Chapter 1191 of the Canal Winchester Zoning Code.
15. All field tile broken during excavation shall be replaced to its original condition or connected to the storm sewer system as directed by the Municipal Engineer.
16. Approval of the improvements is contingent on all easements required for the construction of the work being secured, recorded and submitted to the municipality prior to commencement of the work, and, no work that requires an easement will be allowed to proceed without authorization from the municipality.
17. All traffic control devices shall be furnished, erected, maintained and removed by the contractor in accordance with the *Ohio Manual of Traffic Control Services for Construction and Maintenance Operations* (current edition), copies of which are available from the Ohio Department of Transportation, Bureau of Traffic. LEO's shall be used in lieu of flaggers on Arterial and collector streets.
18. Steady burning Type "C" lights shall be required on all barricades, drums and similar traffic devices in use at night. Cones are not permitted to be used for night work.
19. All traffic lanes shall be fully open to traffic from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., unless otherwise approved by the municipality. Normal working hours shall be 7:00 a.m. to 6:00 p.m. Monday through Saturday. Work on Sundays may only be permitted with the express written permission of the municipality.
20. All trenches in the roadway shall be backfilled or securely plated during nonworking hours.
21. Access to all adjoining properties shall be maintained at all times, unless otherwise shown on the drawings.
22. All site clearing shall be performed by the developer/contractor, at his expense, prior to construction of this project subject to compliance with Chapter 1191 of the Canal Winchester Zoning Code.

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23. All areas within the public right-of-way that are disturbed by this project shall be restored to the original or better condition per item CW 205, topsoil and CW 210, seeding or other applicable specifications.
24. At all utility crossings, the backfill shall consist of compacted granular material in accordance with Canal Winchester Item 164 or C.C.M.S. Item 912 between the deeper and shallower pipe. Where proposed utilities or services cross proposed or existing pavement areas, backfill shall be compacted granular material in accordance with Canal Winchester Item 164 or C.C.M.S. Item 912 extending at least three (3) feet beyond the back of curb or edge of pavement and at a 1:1 line of influence from this point and compacted to a min. of 98% max. density. C.C.M.S. item 613 LSM maybe substituted. The cost is to be included in the price bid for related pipe.
25. In the event excavation for the street is from zero (0) inches to twelve (12) inches below what is called for on the plans the contractor shall replace this excess excavated material as directed by the Municipality's Geotechnical Engineer.
26. The contractor shall provide two (2) roof drain openings in the curb for each lot, each opening located not more than four (4) feet in from each lot line, or connection into a storm sewer as approved by the City.
27. The developer shall enter into an agreement with Canal Winchester prior to constructing any utility extensions.
28. Where necessary to disturb existing pavement or drives, the pavement shall be saw cut in neat, straight lines. The depth of saw cut shall be the full depth of the pavement.
29. In the event that it becomes necessary, Canal Winchester shall perform work of an immediate nature required of the contractor by this contract because of the failure or refusal of the contractor to perform such work, the contractor shall reimburse Canal Winchester at the rate of 2.5 times the actual cost of labor, materials and equipment necessary to perform such work. Canal Winchester shall be required to notify or attempt to notify the designated representative of the contractor of the necessity to perform such work. In the event of an emergency, no notification is required. If the contractor refuses or fails, within a reasonable time, to perform or cause the performance of such work, Canal Winchester shall be reimbursed by the contractor in the amount provided herein. Reasonable time for all streets involved on this contract is one (1) hour from the time of notification by Canal Winchester.
30. Prior to the construction of the streets, soil tests shall be made on all trenches which cross the proposed pavements or which lie such that the proposed pavements are located within any part of the influence line of said trench. Where said results indicated that the trench backfill does not meet the compaction requirements of 912.03 of the C.C.M.S., all backfill material shall be removed, replaced and retested until compaction meets requirements of 912.03.
31. Erosion control measures in accordance with the requirements of the Soil Conservation handbook *Water Management and Sediment Control for Urbanizing Areas* are required. All sites shall comply with the OEPA general permit.
32. All sidewalks, and curb ramps, and curbs and gutters shall meet A.D.A (Americans with Disabilities Act) requirements, latest edition.

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33. Any existing pavement removed for utility, sanitary sewer, storm sewer or waterline placement repair shall be backfilled with Controlled Density Fill (C.D.F.) reference C.C.M.S. Item 912 or 613.
34. Any tunneling or boring of any pipelines shall be in accordance with plans reviewed and approved by the Municipality.
35. The Canal Winchester Standard Drawings shall govern all work unless otherwise noted.
36. Utility Sleeves
 - A. 36" depth from top of concrete curb & gutter to top of sleeve.
 - B. 42" depth from top of 18" straight curb to top of sleeve.
 - C. All sleeves shall be located a minimum of 6" below proposed underdrains.
 - D. All sleeves shall extend a minimum of 4 feet beyond back of curb.
 - E. All sleeves shall be installed prior to the construction of the pavement, curbs and underdrains.
 - F. Backfill shall be compacted granular material as per the City of Columbus Construction and Materials Specifications, Item 912 compacted to 98% max density or CCMS 613 LSM.

Sanitary Sewer Notes

Not all notes are applicable to each project, and some projects may have supplemental notes not shown herein.

1. Roof drains, foundation drains and other clean water connections to the sanitary sewer system are prohibited on this project.
2. All sanitary sewers constructed under this plan shall meet the requirements of Canal Winchester. The Canal Winchester Standard Drawings shall govern all projects unless otherwise noted. The Canal Winchester supplemental specifications shall take precedence when applicable.
3. The construction of new sanitary sewers shall not begin without an approved and current Ohio Environmental Protection Agency Permit to Install (PTI). A copy of the approved PTI shall be filed with Canal Winchester.
4. The minimum requirements for sanitary sewer pipe shall be PVC sewer pipe ASTM D-3034, SDR 35 and ASTM F-679.
5. The minimum requirements for sanitary sewer force main shall be PVC pressure pipe C-900 DR-18, PR 150, or HDPE, DR 11, rating as per design.
6. The contractor's specific attention is directed to the requirements of the leakage test. Tests shall be infiltration, ex-filtration or low pressure air test in accordance with the item for Testing of Pipe Lines and Sewers, Canal Winchester Item 1600.
7. Pipe for all six (6) inch house services shall be PVC sewer pipe, ASTM D-3034, SDR 35. All service extensions shall be laid at a minimum grade of one (1) percent and shall be constructed at the time of construction of the main sewer, unless otherwise directed by the Municipal Engineer.
8. Approved 30-inch by 5/8-inch steel rebar and a wye pole made of 4" by 4" lumber shall be furnished and placed at all Y- branches and at the end of extended service. The cost of this work shall be included in the price bid for the sewer items.
9. Service risers shall be installed where depths from wyes to the existing or proposed elevations exceed twelve (12) feet. The tops of the risers shall be (9) feet below the existing or proposed surface elevation, whichever is higher.
10. The Wye locations shown on the plans are approximate and shall be field located during construction to serve the individual structures.
11. Manhole covers for sanitary sewers shall conform to standard drawings SAN-01-01 and SAN-09-02.
12. Manhole tops shall be built or subsequently adjusted to meet surface grades established for the development. Cost of this work is to be included in the price bid for the various sewer items.

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13. All new sanitary sewer manholes installed in the Canal Winchester Sanitary Sewer Systems shall be as follows:
 - (a) Pre-cast concrete
 - (b) Four (4) foot diameter, minimum
 - (c) Installed with formed channels
 - (d) Adjusting rings shall be LadTech HDPE or equal.
14. All new sanitary sewer manholes installed and existing sanitary manholes adjusted to grade shall be constructed with chimney seals in accordance with Canal Winchester Supplemental Specifications and Standard Drawing SAN-01-01.
15. All new and adjusted to grade manholes located in pavement shall have concrete collars. See Standard Drawing No. SAN-01-01.
16. All sanitary sewer lines installed using flexible pipe will be subject to deflection testing by pulling an approved mandrel equal in diameter to 95% of the pipe diameter through the pipe no less than thirty (30) days after the pipe is final backfilled.
17. The maximum trench width shall not be greater than the outside diameter of the pipe plus two (2) feet.
18. All sanitary sewers shall be recorded in DVD format after construction prior to acceptance of the sewers by Canal Winchester. The DVD shall remain the property of Canal Winchester. The DVD shall clearly identify the location of the camera within the sewer, date and time of the DVD, and be of sufficient quality to determine the condition of the sanitary sewers. An additional DVD taping shall be performed just prior to the expiration of the one (1) year guarantee.
19. The maximum velocity in any new sanitary sewer shall not exceed ten feet per second (10 fps).
20. Testing of lateral connections shall be adhered to.
21. The contractor shall submit to the Construction Services Administrator for review, five copies of shop drawings for all materials, structures, gradation certifications and equipment before any of the said materials, structures and equipment are ordered. The owner bears no responsibility to accept any of the above-mentioned items without a completed review of said shop drawings.

Storm Sewer Notes

Not all notes are applicable to each project, and some projects may have supplemental notes not shown herein.

1. Roof drains, foundation drains and other clean water connections to the sanitary sewer system are prohibited on this project.
2. The minimum requirement for storm drain pipe shall be: 12" through 36" HDPE N-12 or equal HDPE with smooth interior wall. Storm pipe larger than 36" shall meet the requirements of AASHTO M-294-S.
3. Manhole tops shall be built or subsequently adjusted to meet surface grades established for the development. Cost of this work is to be included in the price bid for the various sewer items.
4. All new storm drain manholes installed in the Canal Winchester Storm Drain Systems shall be as follows:
 - a. Pre-cast concrete
 - b. Four (4) foot diameter, minimum
 - c. Installed with formed channels
5. All storm sewers constructed under this plan shall meet the requirements of Canal Winchester. The Canal Winchester Standard Drawings shall govern all projects unless otherwise noted. The Canal Winchester supplemental specifications shall take precedence when applicable.
6. Curb inlets, manholes and catch basins shall be channeled.
7. Frames and covers for storm sewer structures shall conform to standard drawings ST-01-01, ST-02-01, ST-03-01, ST-03A-01, ST-04-01, ST-05-01, and ST-05-02.
8. Manhole and curb inlet frames shall be adjusted to final grade using HDPE adjusting rings by Ladtech, Inc. or equal.
9. All new and adjusted to grade manholes located in pavement shall have concrete collars. See Standard Drawing No. ST-01-01.
10. All storm sewer lines installed using flexible pipe will be subject to deflection testing by pulling an approved mandrel equal in diameter to 95% of the pipe diameter through the pipe no less than thirty (30) days after the pipe is final backfilled.
11. The maximum trench width shall not be greater than the outside diameter of the pipe plus two (2) feet.
12. The contractor shall submit to the Construction Services Administrator for review, five copies of shop drawings for all materials, structures, gradation certifications and equipment before any of the said materials, structures and equipment are ordered. The owner bears no responsibility to accept any of the above-mentioned items without a completed review of said shop drawings.

Water Line Notes

Not all notes are applicable to each project, and some projects may have supplemental notes not shown herein.

1. All water mains shall be AWWA C-900, AWWA C-909 CL-150, DR 18 or AWWA C-906, HDPE, DIPS, DR-11 minimum, rating as per design. All bends, joint deflection and fittings shall be backed with concrete where and as directed. Where water mains or services cross proposed or existing streets, backfill shall be compacted granular material as per Canal Winchester Item 164 or C.M.S.C. Item 912 or 613, extending at least three (3) feet beyond the back of curb or edge of pavement.
2. All water service lines shall be sized by the design engineer and be HDPE 4710 ASTM-D3350, cell classification 445574E. ASTM D-2239 or D-2737 AWWA C-901 DR-9.
3. All waterline service saddles shall be double bolt stainless steel style 306 as manufactured by ROMAC, or equal.
4. Corporation stops and curb stops shall be ball valve style, Mueller 300 series – No Lead or equal.
5. All waterline materials and installations shall be in accordance with the current rules and regulations of Canal Winchester. The Canal Winchester Standard Drawings shall govern all projects unless otherwise noted. The Canal Winchester supplemental specifications shall take precedence when applicable; however, in no case shall these standards be less than the minimum AWWA requirements.
6. Water mains shall be laid with a minimum of four (4) feet six (6) inches from the top of finished grade to the top of the water main.
7. In case of conflict in grade between water mains and sewers, the water mains shall be lowered during construction.
8. Minimum clearance between sanitary sewer, storm sewer and water lines shall be ten (10) feet horizontal or one (1) foot - six (6) inches vertical outside of each pipe.
9. All waterline bedding shall meet ASTM D-2321, Class 1-A (Angular, crushed open graded aggregate) (Standard Drawing W-07-02).
10. Water mains shall, where possible, be deflected around structures without the use of special fittings and without exceeding the manufacture's allowable deflection.
11. If the top of the operating nut for any valve is more than thirty-six (36) inches below the finished grade, an extension stem shall be provided to place the operating nut between twenty-four (24) inches and thirty-six (36) inches of the finished grade.
12. The contractor shall thoroughly clean and flush the water mains prior to any testing. Hydrostatic tests shall be performed in accordance with CCMS 801.14 (CCMS 2012) and in accordance with AWWA C-605-05. The minimum test time shall be two hours. The contractor shall provide all equipment, materials, gauges and labor necessary. Proposed water mains shall not be connected

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to existing water mains prior to the completion of a successful hydrostatic test.

13. All water mains shall be disinfected in accordance with CW 1700. Special attention is directed to applicable sections of A.W.W.A. C-601 and C-651 particularly for Flushing Section 5 and for Chlorinating Valves and Hydrants Section 7. In no event shall the requirements be less than the AWWA minimum requirements. The contractor shall provide all equipment, materials and labor required. The contractor shall submit in writing, to the City's Division of Water, the proposed disinfection method and a sketch indicating the location of filling points, blow offs and sampling locations for the purpose of testing the water main.
14. All costs to plug and block the ends of water mains at locations shown in the plan shall be included in the price bid for pipe.
15. A tap permit for each water main service tap must be obtained from Canal Winchester before the taps are made into the water line. No water taps shall be sold until the waterlines have been disinfected by the contractor and approved by the Canal Winchester Water Department.
16. Water service boxes shall be located twelve (12) inches from the edge of proposed sidewalks between the sidewalk and the curb, unless otherwise authorized by the Municipal Engineer.
17. On dead end water mains in cul-de-sacs, a fire hydrant shall be installed at the end of the main.
18. Fire hydrants provided shall conform to specifications of Canal Winchester. Fire hydrants shall conform to AWWA C-502 and shall be American B84B or Mueller A-423 Super Centurian fire hydrants. The hydrants shall have a six (6) inch mechanical joint inlet connection, a 5¼ inch main valve opening, two 2½ inch hose nozzles, and one 4-inch pumper nozzle with coarse thread (4 per inch). All fire hydrants shall be equipped with a five (5) inch, straight, Stortz fitting on the steamer connection. All outlet nozzles shall have National Standard threads. Hydrants shall be furnished with a five (5) foot bury depth unless otherwise shown on plans. Hydrants shall be self-draining. A drainage sump two (2) feet in diameter and two (2) feet deep shall be excavated below each hydrant and filled with coarse gravel or stone, compacted in place, under and around the shoe of the hydrant and to a level of six (6) inches above the waste opening. No drainage sump shall be connected to a sanitary sewer. The opening nut shall be pentagon, 1-1/2" point to flat. All fire hydrants shall be AWWA approved. A hydrant wrench shall be furnished with each fire (5) hydrants or less furnished. Hydrants shall be factory painted white with maroon caps and bonnet with the exception of private fire hydrants which shall be factory painted red. All hydrants shall receive a field coat of paint prior to acceptance.
19. Water service curb boxes for services two (2) inch diameter and smaller shall be 3-7/16" screw type service boxes, General Foundries 37094E or approved equal. Boxes shall be provided with a stainless steel rod and centering ring. Furnish covers that have the word "WATER" cast in raised letters. Securely fasten covers with a bronze or brass bolt.

Curb Stops shall be supported on a Vadle Curb Stop Lock, manufactured by JRC Supplies, Inc.
20. A copper clad steel trace wire shall be installed with all water mains and services. Tracer wire for open cut installations shall be #14 AWG with 30 mil coating by Copperhead Industries or equal. Tracer Wire shall be #8 AWG with 45 mil coating by Copperhead Industries or equal for directional bore installations. Tracer wire materials and installation shall be per CW SS-W1 supplemental specification for Waterline Trace Wire. All costs associated with tracer wire shall be included with

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the associated waterline pipe item.

21. The Contractor shall submit to the Construction Services Administrator for review, five copies of shop drawings for all materials, structures, gradation certifications, and equipment before any of the said materials, structures, and equipment are ordered. The owner bears no responsibility to accept any of the above-mentioned items without a completed review of said shop drawings.
22. Existing valves shall only be operated by the municipal water department. Requests to schedule a valve operation shall be made in writing to the Canal Winchester Water Department a minimum of 24 hrs in advance of the anticipated operation time. The Water Superintendent may authorize the contractor to operate an existing valve under special circumstances.
23. The normal working pressure in the waterlines shall not be less than 35psi.
24. Individual booster pumps shall not be allowed for any individual service.

Permitted Utility Work in Public R/W Notes

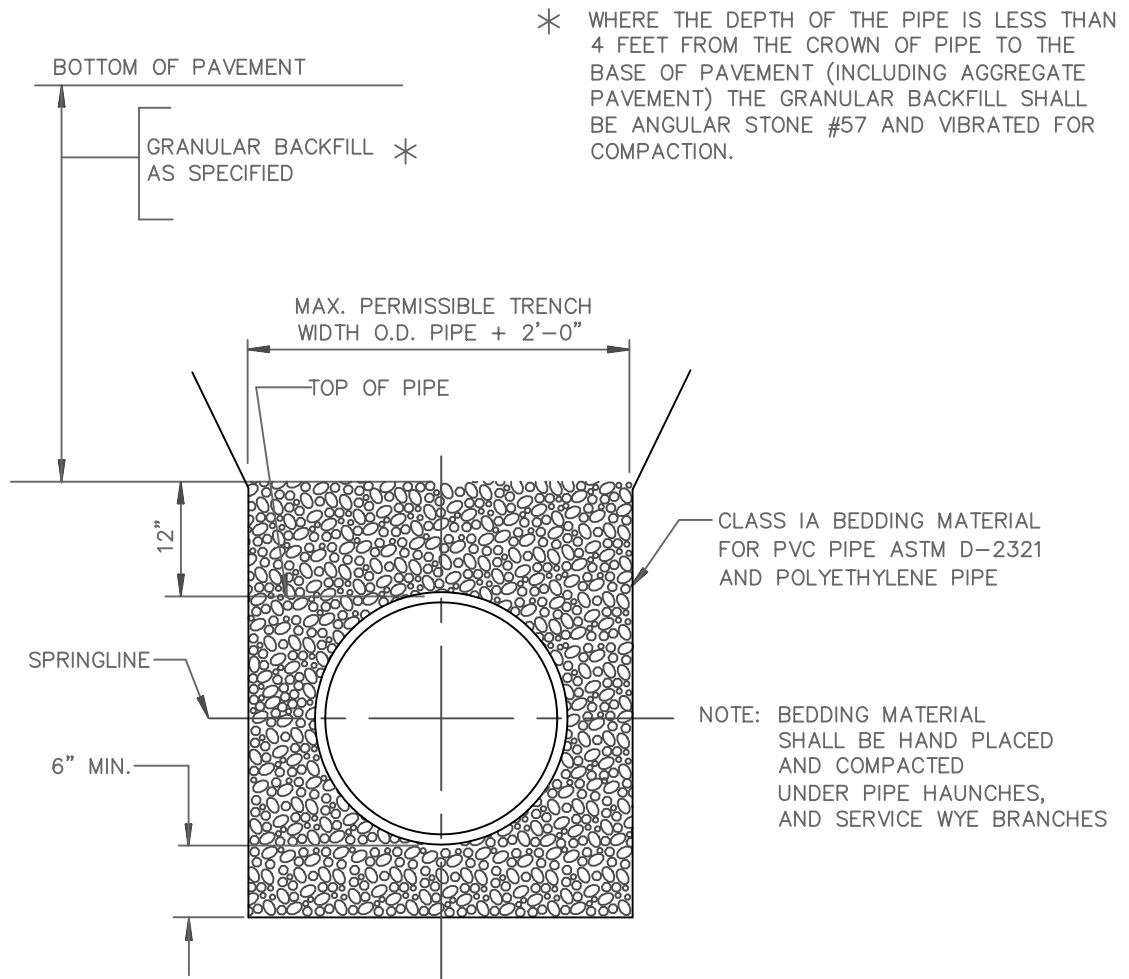
In addition to any other applicable General Notes, utility work in the public Right of Way shall comply with the following:

General Utility Notes:

1. When working within 3 feet of the R/W, the R/W location shall be clearly marked.
2. When working adjacent to residential properties, notices shall be provided to each residence informing the occupant of the nature of the work taking place, the name of the facility owner and a contact number or email address. Notices shall be distributed a minimum of 48 hours in advance of the work.
3. Horizontal separation from other utilities shall be a minimum of 3 ft. Vertical separation shall be a minimum of 1ft. Any deviation from these dimensions requires written approval from the City.
4. Utility markers shall be flush to grade in residential areas. Marker posts may be used in commercial/industrial areas and at ditch crossings.
5. Changes to the approved alignment must be approved by the City.
6. U-Guards shall be placed over the new facility at pole risers from the existing grade to a minimum of 7ft above grade.

Right of Way Directional Drilling Notes:

1. The boring contractor shall white line the intended bore alignment. Prior to any directional drilling, the alignment shall be reviewed in the field with a representative of the City. Contact the Construction Services Administrator at 614-834-5109 one business day in advance of work.
2. All existing utilities, both public and private, to be crossed by the bore alignment shall be excavated, potholed, or otherwise exposed to verify location and depth prior to any boring.
3. Sanitary sewer laterals are owned and maintained by the property owners. Lateral locations shall be determined by coordination with the property owner or by video inspection. Locations shall be verified by potholing.
4. Fire Hydrants may not be accessed for water. Water is available from a bulk fill station at the water plant. Contact the Utility Clerk at 614-837-7493 for details.

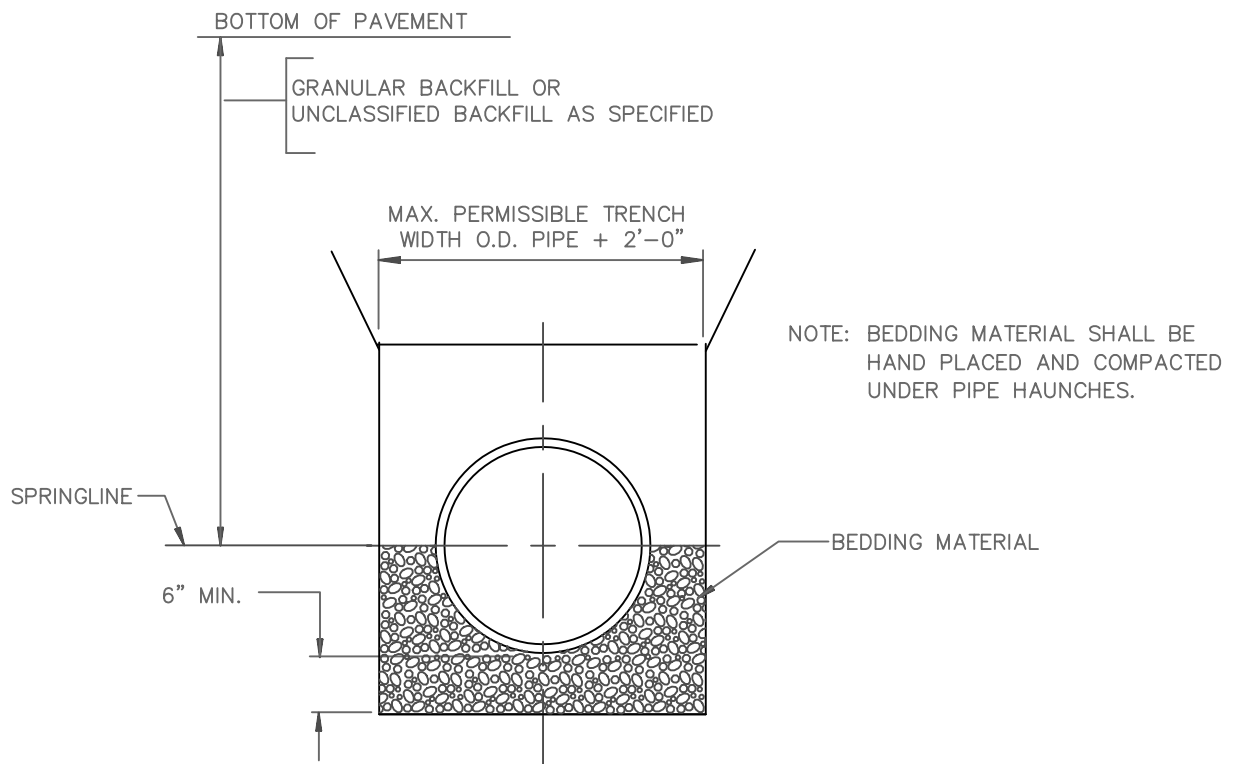


CANAL WINCHESTER, OHIO

BEDDING DETAIL FOR
PVC AND POLYETHYLENE
PIPE INSTALLATION

DATE:	SCALE:	DWG. NO.
AUG 2001	NO SCALE	SAN-05-01

REVISED OCT 2002

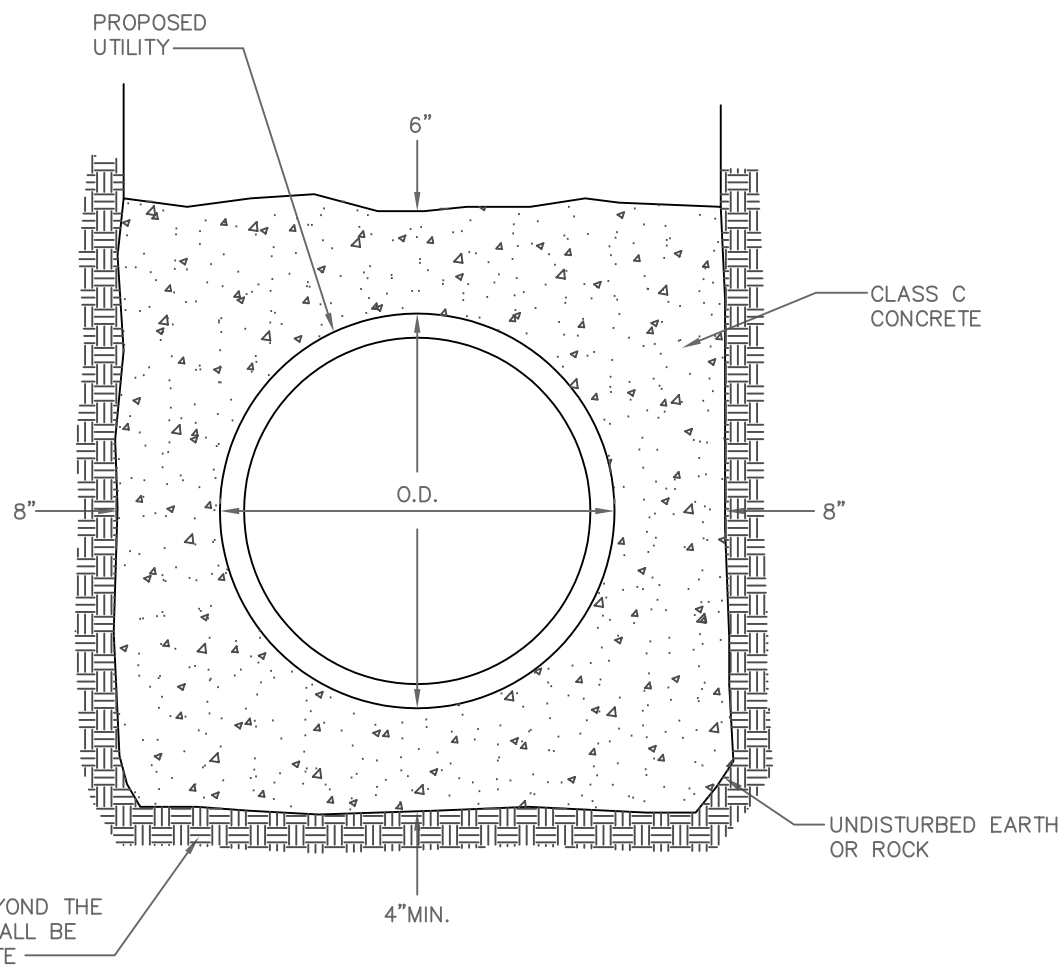


CANAL WINCHESTER, OHIO

STANDARD BEDDING
FOR
RIGID PIPE

DATE:	SCALE:	DWG. NO.
AUG 2001	NO SCALE	SAN-06-01

REVISED NOV 2001

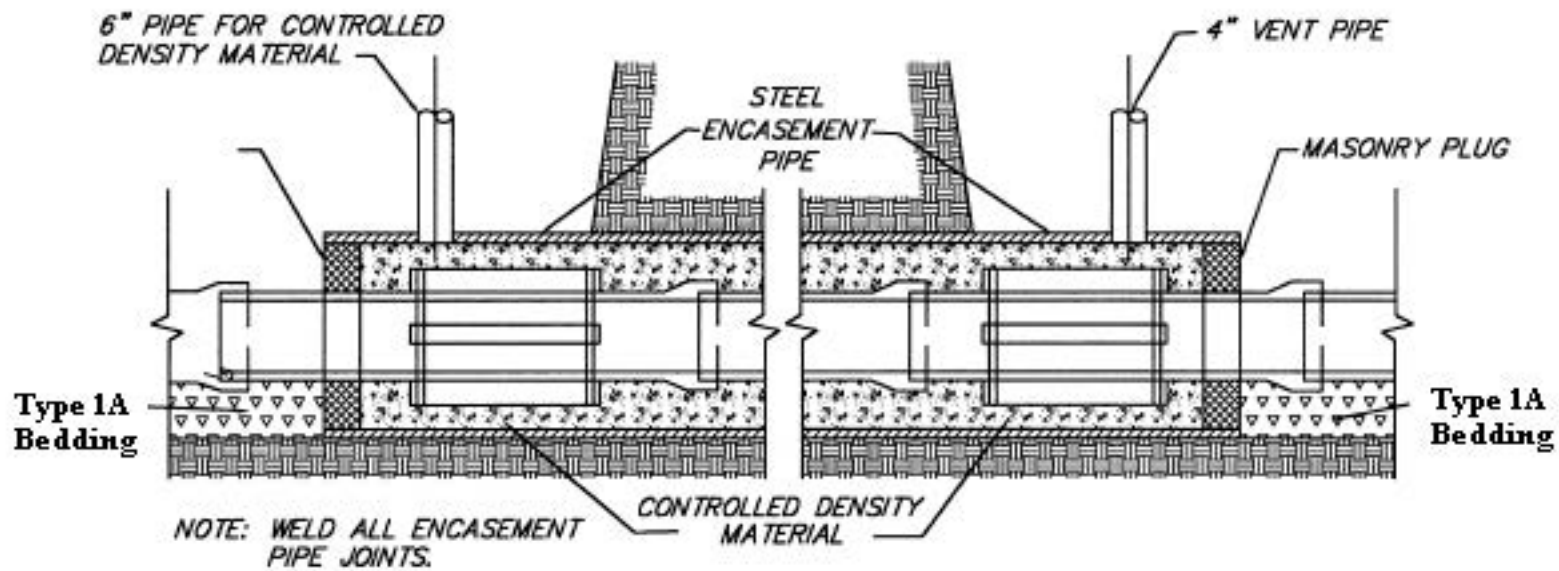


NOTE: THE ENCASEMENT LIMITS SHALL BE DETERMINED AT THE TIME OF CONSTRUCTION SUCH THAT THE ENCASEMENT TERMINATES AT THE UTILITY PIPE JOINT. THE JOINT SHALL BE FREE OF ENCASEMENT SO THAT IT CAN ACT AS A FLEXIBLE JOINT.

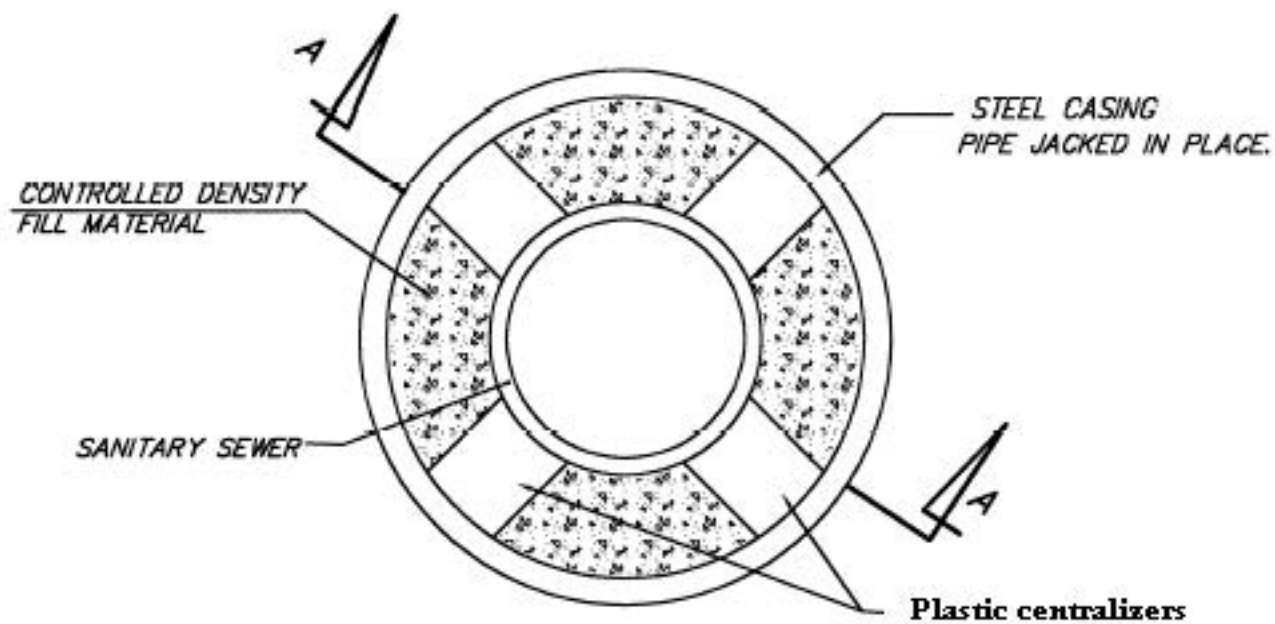
CANAL WINCHESTER, OHIO

TYPICAL CONCRETE
ENCASEMENT

DATE:	SCALE:	DWG. NO.
JUNE 1992	NO SCALE	SAN-08-01



BORING DETAIL SECTION A-A



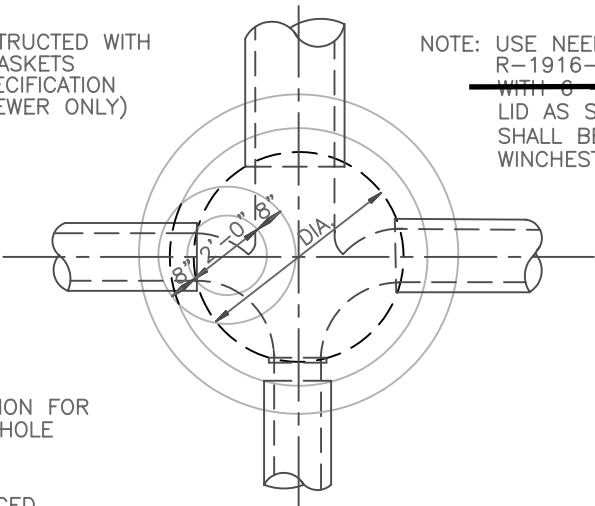
JACK CASING DETAIL

NOTES:

1. Steel Casing shall be ASTM A-53, Grade B, with smooth bore and exterior, minimum yield 35,000 psi. Size and thickness as indicated in plans.
2. Sanitary sewer size and type as indicated on the plans.
3. Clearance between the outside of the carrier pipe and the inside of the casing pipe shall be maintained using plastic centralizers.
4. Work to be performed in accordance with CW 1800.

NOTE: ALL MANHOLES TO BE CONSTRUCTED WITH JOINT MADE WITH RUBBER GASKETS CONFORMING TO A.S.T.M. SPECIFICATION DESIGNATION C-443 (SAN SEWER ONLY) SPECIFICATION DESIGNATION

NOTE: USE NEENAH MANHOLE FRAME & COVER R-1916-C (TYPE "C" LID) OR R-1762 WITH 8 - 3/4" DIA. HOLES CORED THRU LID AS SHOWN ON THE DRAWINGS. LIDS SHALL BE EMBOSSED WITH THE CANAL WINCHESTER SEAL (SANITARY SEWER).



PLAN

NOTE: MAX. PERMISSIBLE EXCAVATION FOR MANHOLES IS O.D. OF MANHOLE PLUS 4'-0".

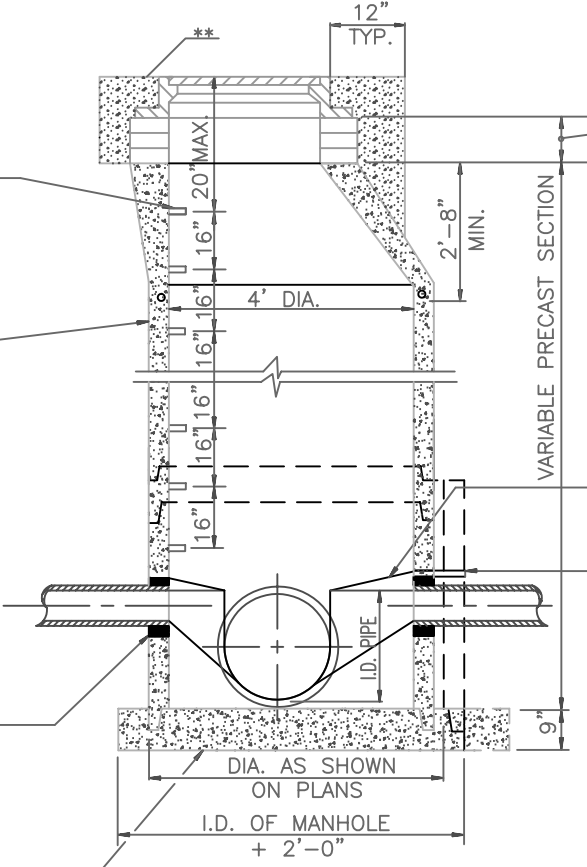
** CONCRETE COLLAR TO BE PLACED IN PAVEMENT ONLY. PAYMENT TO BE INCLUDED WITH UNIT PRICE BID FOR MANHOLE L.F.D.

POLYPROPYLENE M.A. IND. PS-1, OR EQUAL

EITHER FLAT SLAB OR ECCENTRIC TRANSITION SECTION MAY BE USED TO REDUCE 5' OR 6' DIA. MANHOLES TO 4' DIA.

ALL PIPES ENTERING OR LEAVING PRECAST CONCRETE MANHOLE SHALL BE CONNECTED INTO THE MANHOLE USING FLEXIBLE RUBBER GASKETS MEETING ASTM SPEC. C-443. JOINTS SHALL BE WATER TIGHT. (SAN. SEWER ONLY)

PRECAST CONCRETE BASE MAY BE USED IN PLACE OF POURED CONCRETE BASE

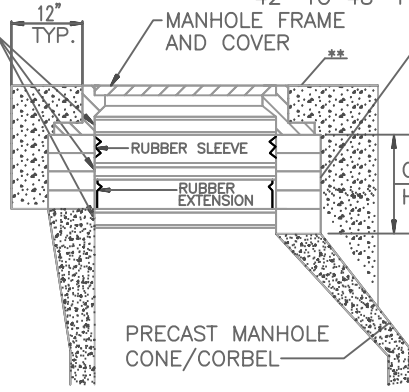


SECTION

PRECAST MANHOLE

- 4" TO 24" PIPE = 4' DIA MANHOLE
- 27" TO 36" PIPE = 5' DIA. MANHOLE
- 42" TO 48" PIPE = 6' DIA. MANHOLE

STAINLESS STEEL EXPANSION BANDS



MANHOLE CHIMNEY SEAL

HIGH DENSITY POLYETHYLENE ADJUSTING RINGS BY LADTECH, INC.

9" MAX. - HIGH DENSITY POLYETHYLENE (H.D.P.E.) ADJUSTING RINGS BY LADTECH, INC.

CHANNEL FORMED OF CONCRETE

1/2" DIA. PVC TEST PIPE 12" LONG CAP IN PLACE. TYPICAL ALL SANITARY MANHOLES. TO BE PRECAST IN MANHOLE WALL.

CANAL WINCHESTER, OHIO

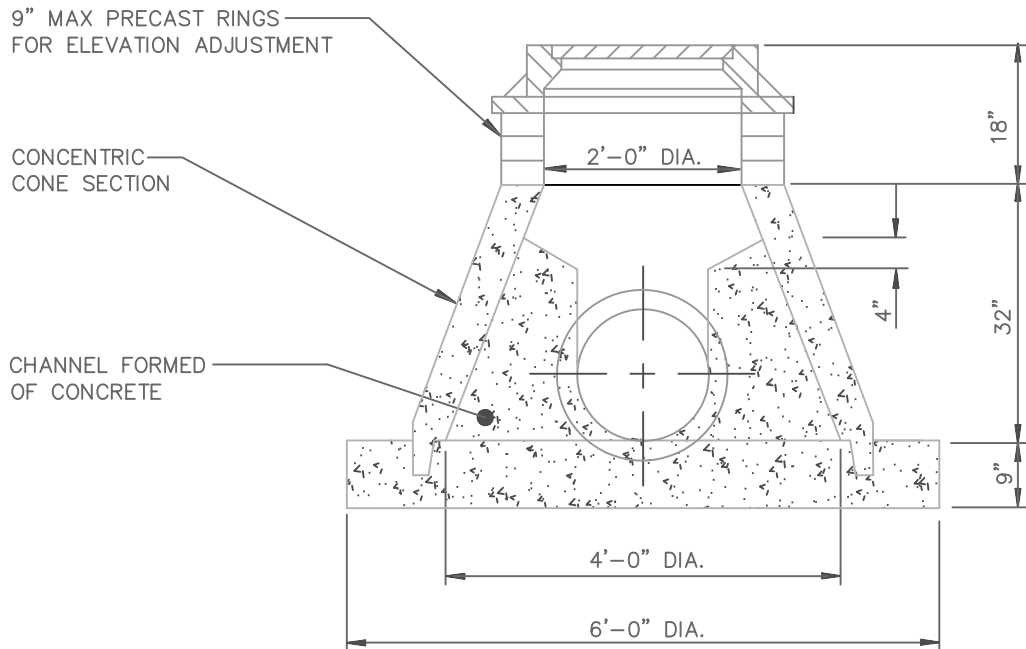
STANDARD SANITARY MANHOLE

REVISED Jan. 2008

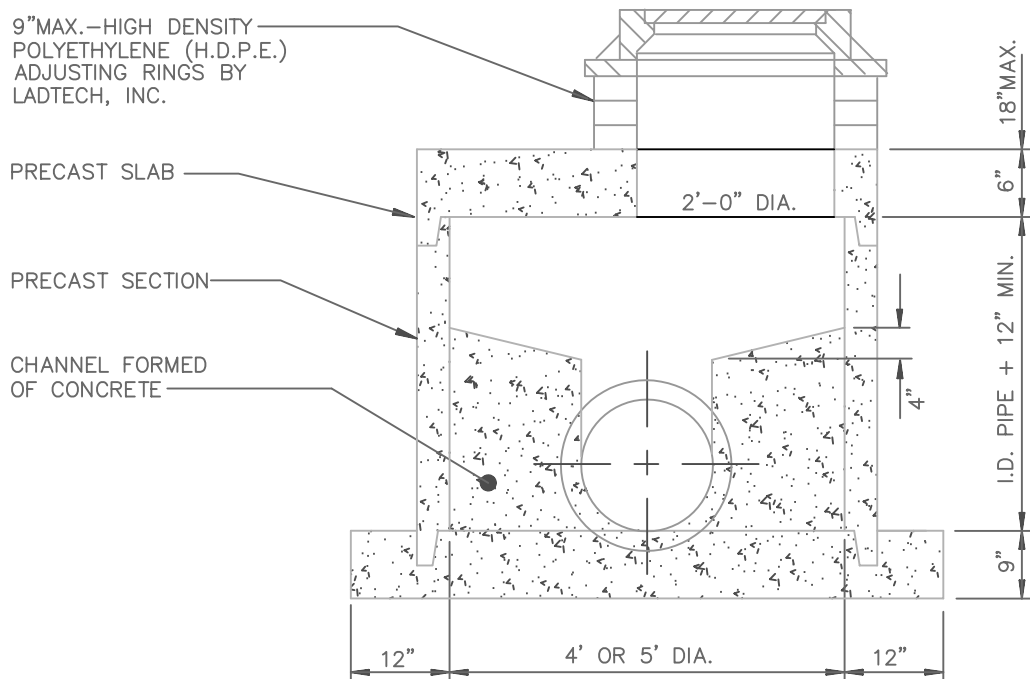
DATE:	SCALE:	DWG. NO.
AUG 2001	NO SCALE	SAN-01-01

REVISED JAN 2002

NOTE: USE NEENAH MANHOLE FRAME & COVER R-1916-C (TYPE "C" LID) OR R-1762 WITH 6 - 3/4" DIA. HOLES CORED THRU LID AS SHOWN ON THE DRAWINGS. LIDS SHALL BE EMBOSSED WITH THE CANAL WINCHESTER SEAL (SANITARY SEWER).



SECTION



SECTION

NOTE: ALL PIPES ENTERING OR LEAVING PRECAST CONCRETE MANHOLE SHALL BE CONNECTED INTO THE MANHOLE USING FLEXIBLE RUBBER GASKETS MEETING ASTM SPEC. C-443. JOINTS SHALL BE WATER TIGHT. (SANITARY SEWER ONLY)

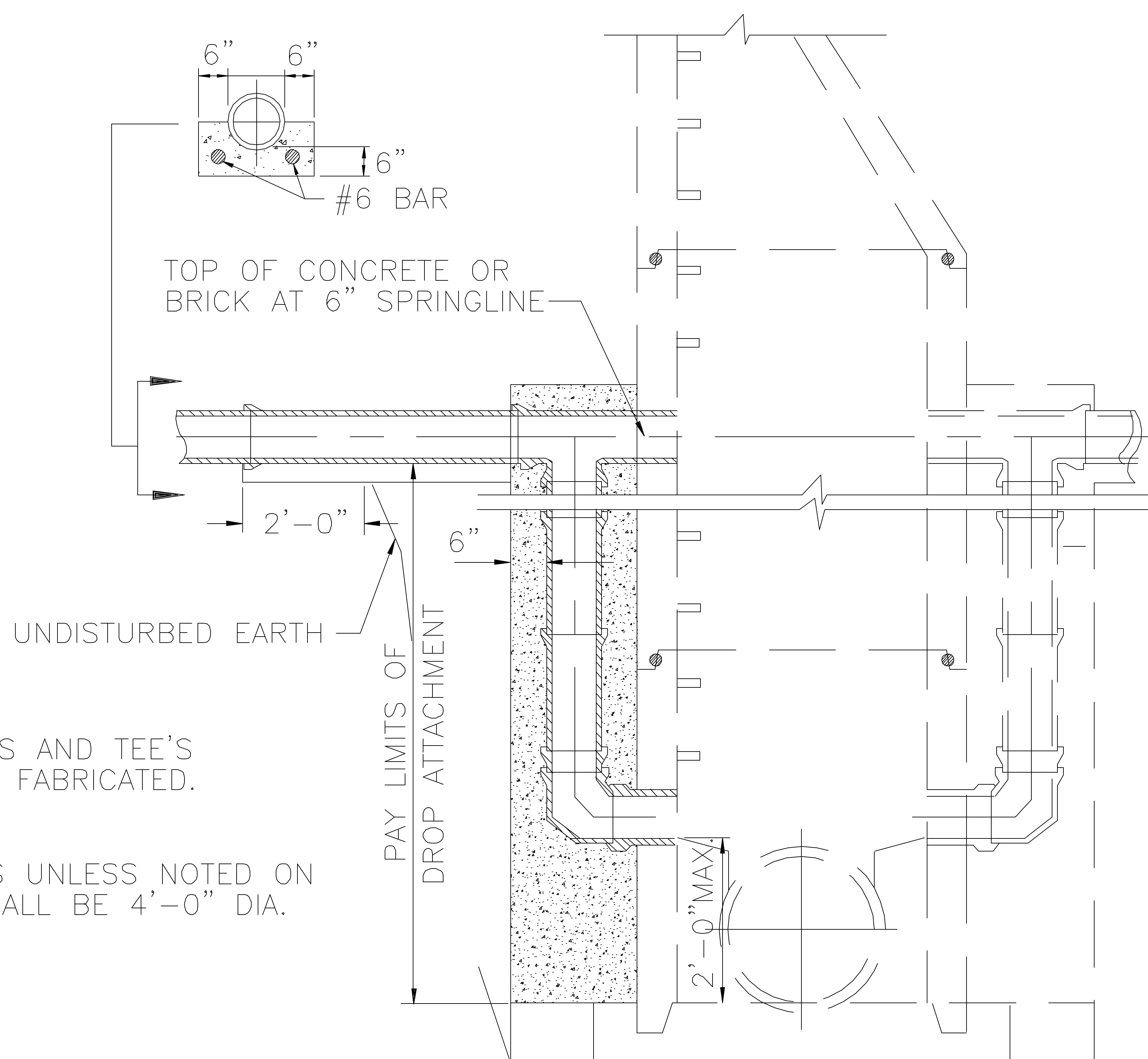
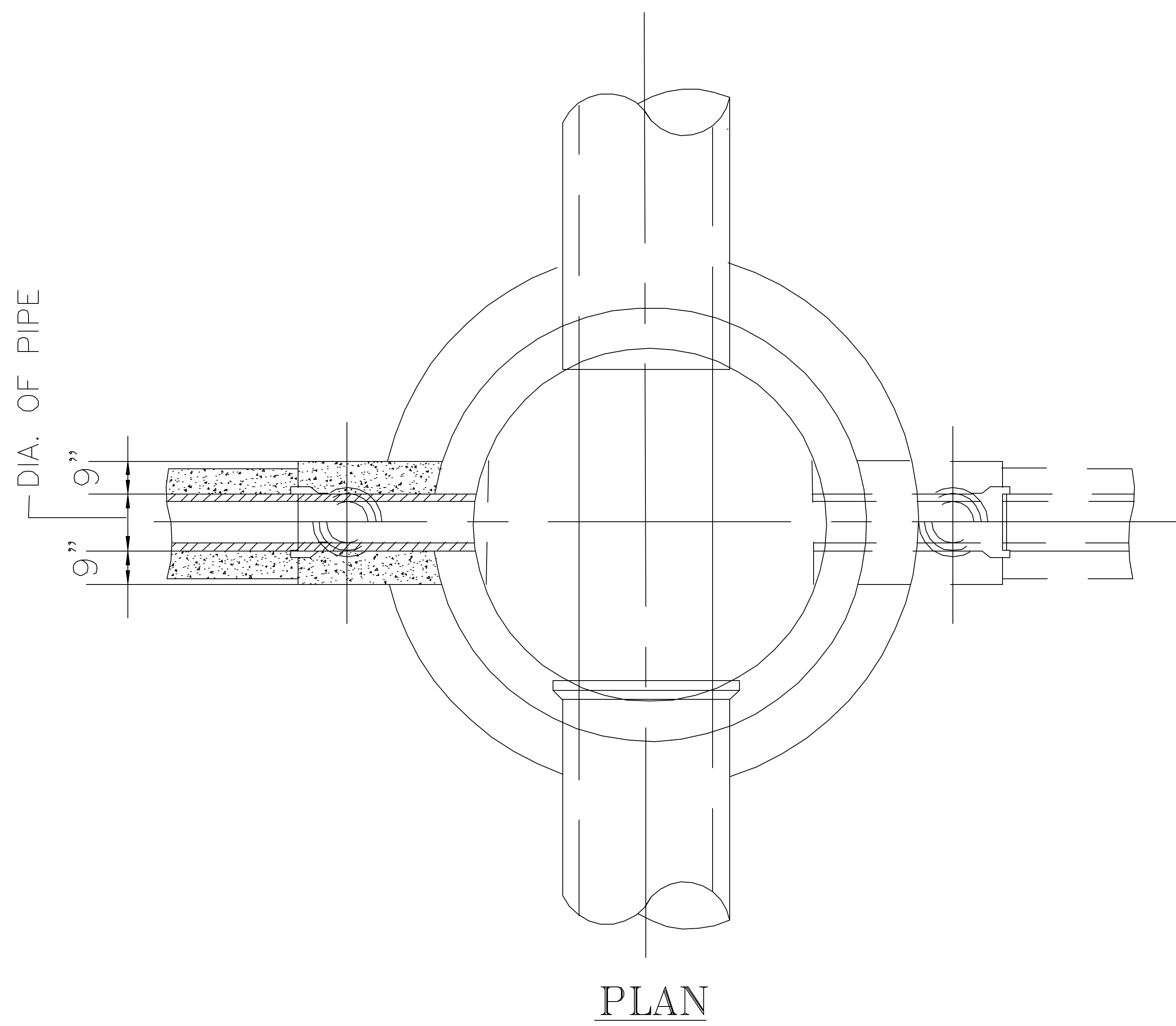
NOTE: MANHOLES UNLESS NOTED ON PLANS SHALL BE 4'-0" DIAMETER.

CANAL WINCHESTER, OHIO

4' & 5' PRECAST SANITARY MANHOLE
TYPICAL SHALLOW
CONSTRUCTION METHODS

DATE:	SCALE:	DWG. NO.
AUG 2001	NO SCALE	SAN-02-01

REVISED JAN 2002



NOTE: ALL BENDS AND TEE'S
SHALL BE FABRICATED.

NOTE: MANHOLES UNLESS NOTED ON
PLANS SHALL BE 4'-0" DIA.

SEWER SIZE	DROP SIZE
8"	8"
10"	10"
12"-15"-18"	12"
21"-24"	15"
27"-30"-36"	18"

CANAL WINCHESTER, OHIO

SANITARY MANHOLE
DROP ATTACHMENT

DATE: SCALE: DWG. NO.

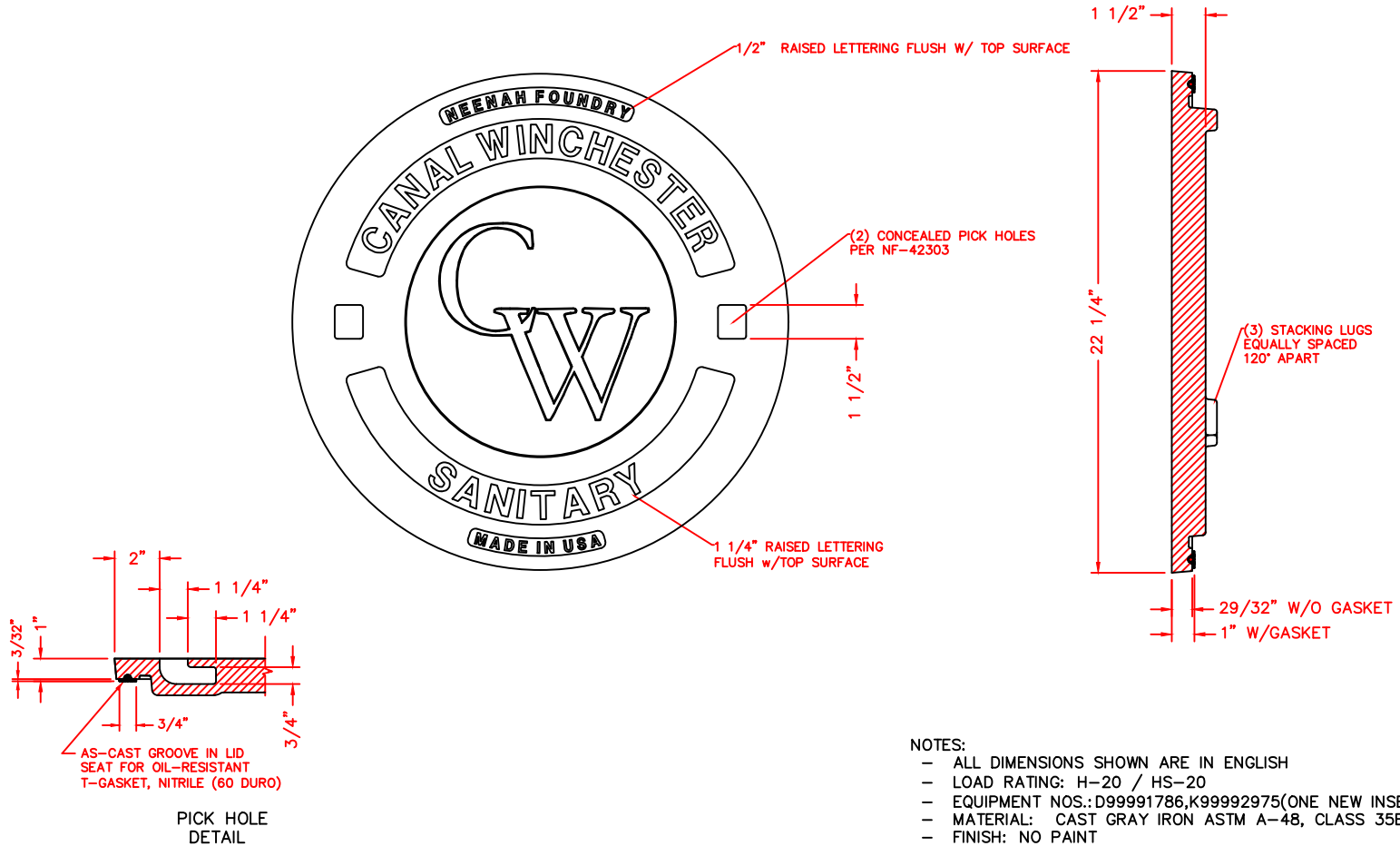
AUG 2001

NO SCALE

SAN-03-01

REVISED DEC. 2002

DRAWING CONTROL: CONTROLLED DRAWINGS ON NFCCO SERVER. ALL OTHER COPIES, ELECTRONIC OR PRINTED ARE FOR REFERENCE ONLY



- NOTES:
- ALL DIMENSIONS SHOWN ARE IN ENGLISH
 - LOAD RATING: H-20 / HS-20
 - EQUIPMENT NOS.:D99991786,K99992975(ONE NEW INSERT)
 - MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 35B
 - FINISH: NO PAINT
 - WEIGHT: ≈122#

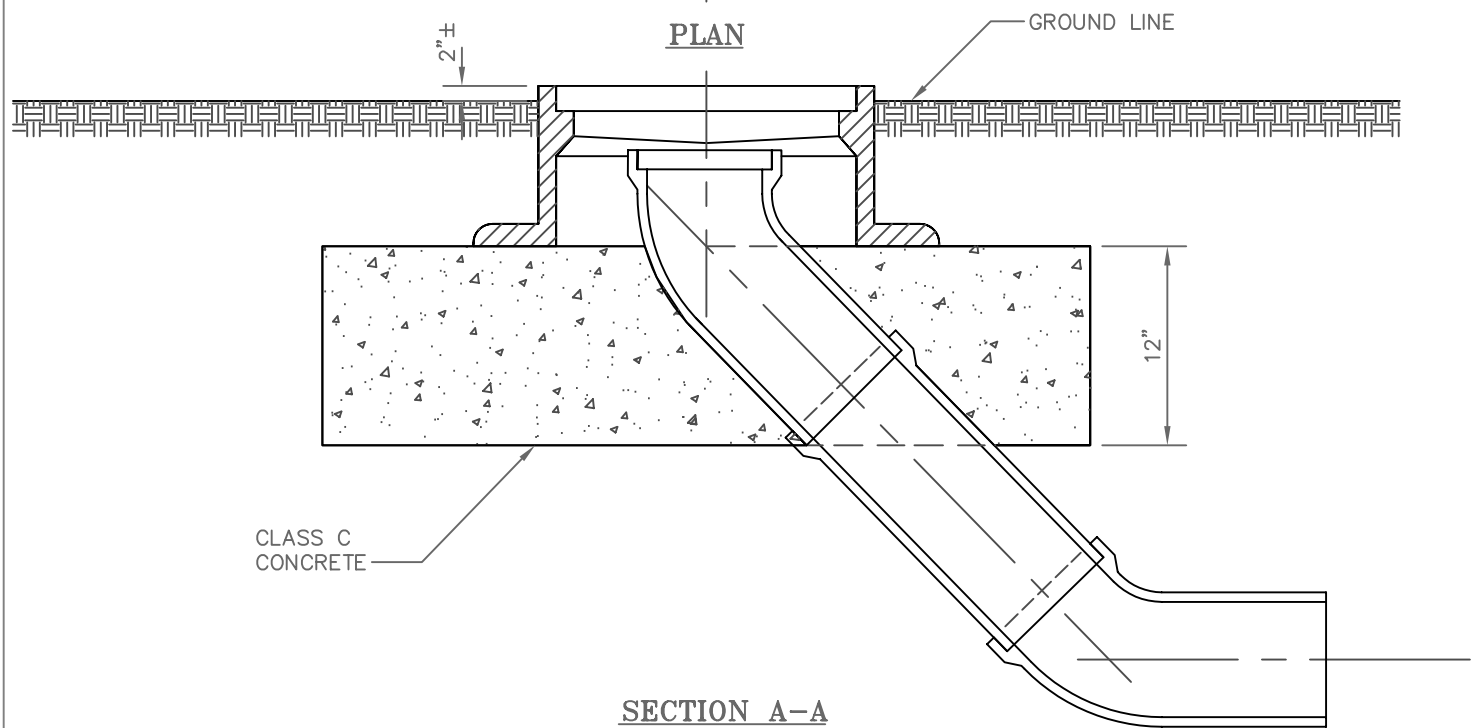
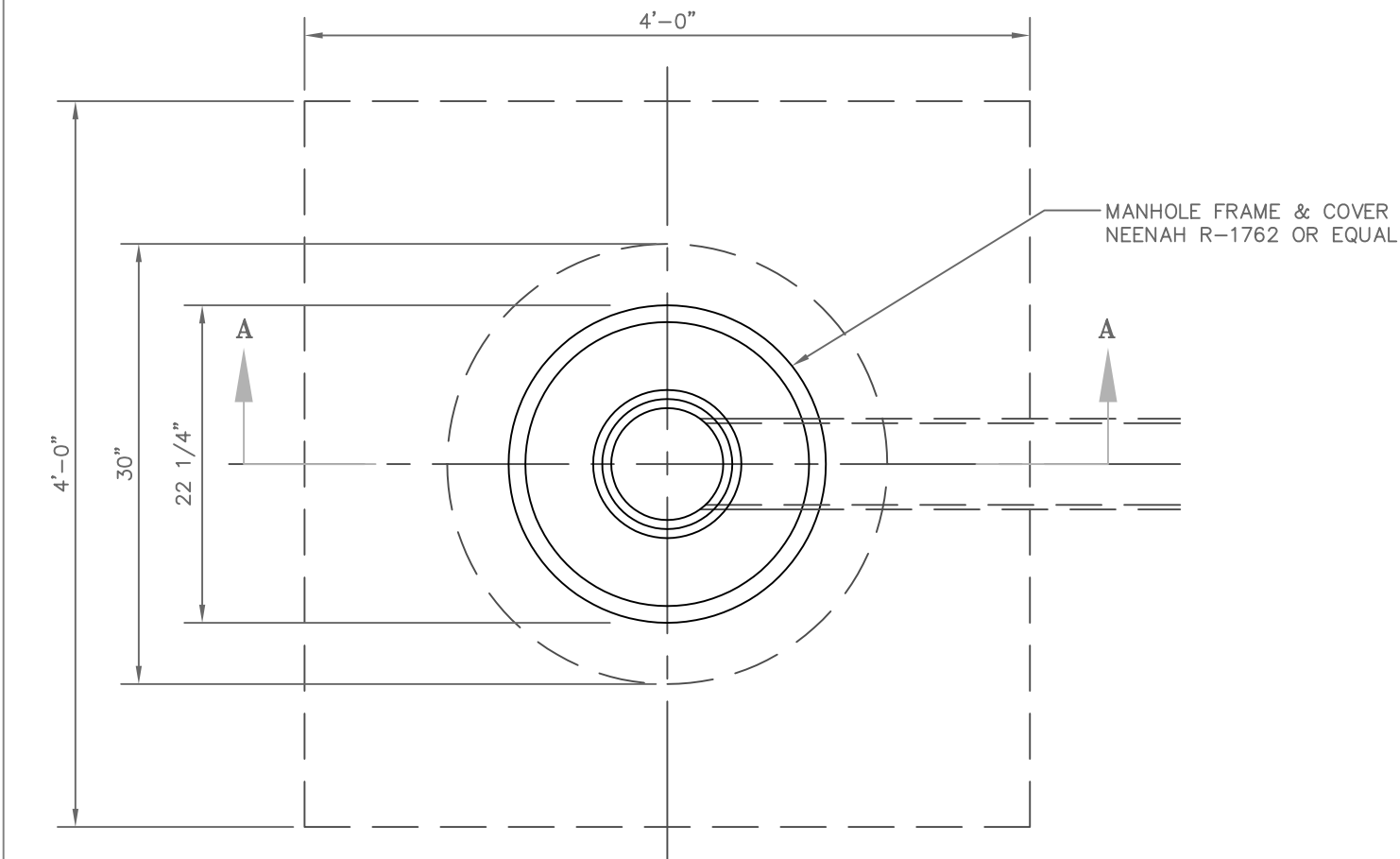
DR.	AJS	SCALE	TITLE:
CH.	HG	1/8"=1"	R-1762 PLATEN LID W/ T-SEAL
APP.	HSB		CANAL WINCHESTER LOGO LTRD. SANITARY
DATE	11-1-2022	NEENAH FOUNDRY	
		NEENAH WISCONSIN 54956	
		PHONE 800-558-5075	
		LINCOLN, NEBRASKA 68529	
		PHONE 800-234-7466	

CAD DWG. REF: DWG-1762T51 0

REV	DATE	DESCRIPTION	DR	CH	APP
1	11-1-2022	ISSUED FOR MANUFACTURE			

SAN-09-02 rev.2024

B



NOTE: WHEN CLEANOUT IS SET IN PAVEMENT BACKFILL SHALL BE CONTROLLED DENSITY FILL.

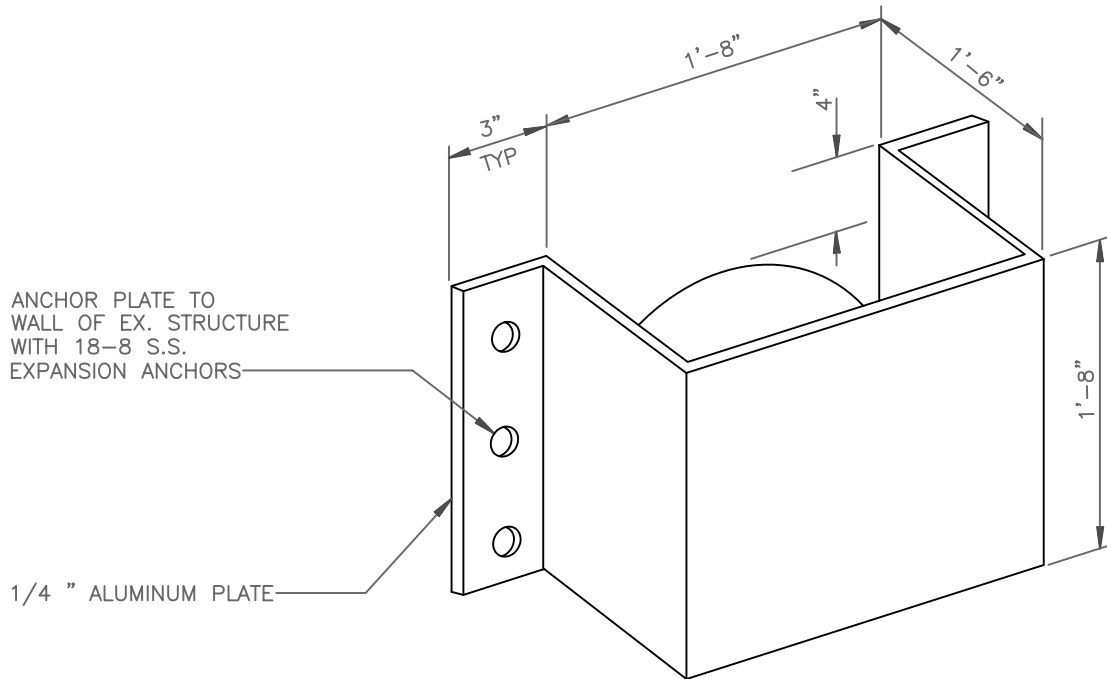
CANAL WINCHESTER, OHIO

SANITARY CLEANOUT

DATE:	SCALE:	DWG. NO.
JUNE 1992	NO SCALE	SAN-07-01

REPLACES DWG. NO. 1500

REVISED MAR 2002

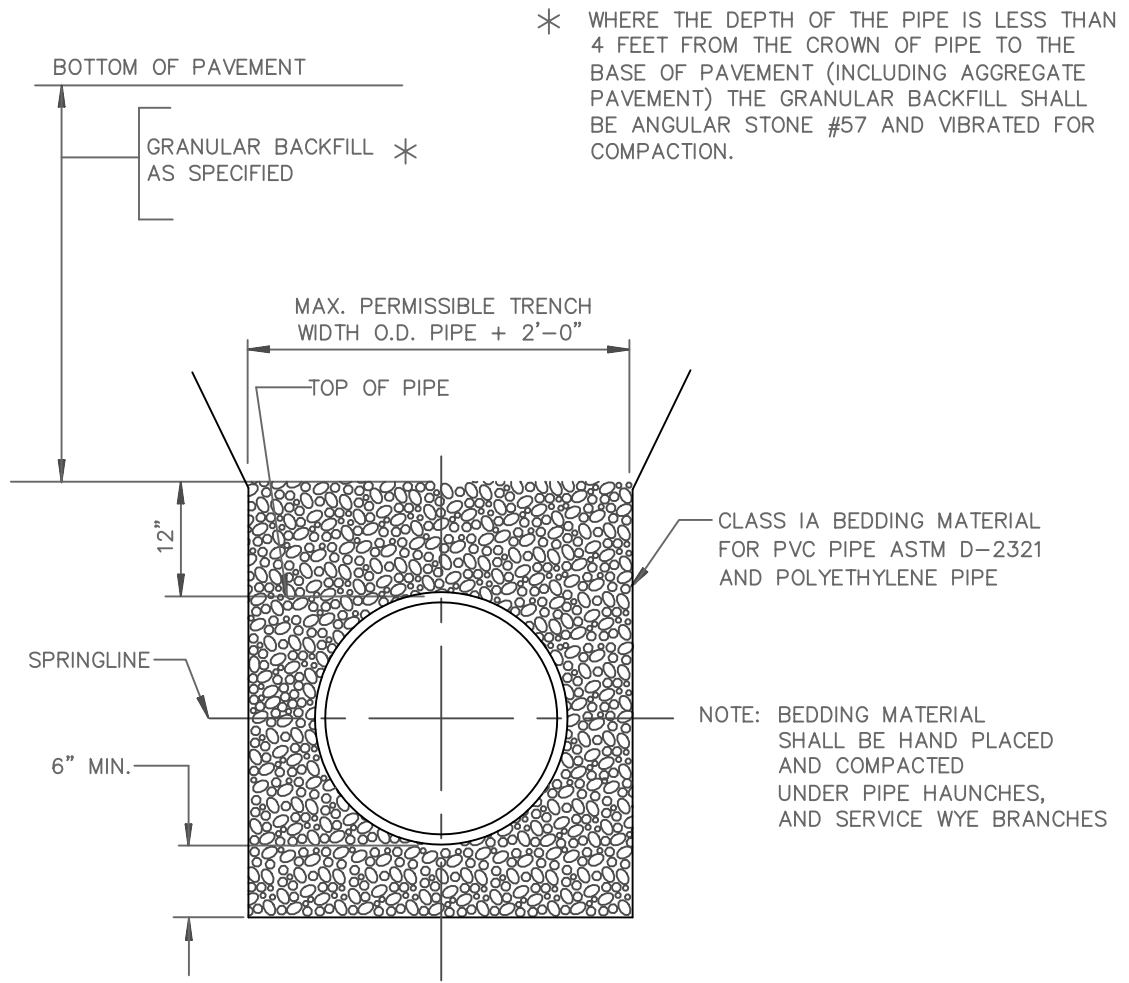


SPLASH PLATE

CANAL WINCHESTER, OHIO

SPLASH PLATE

DATE:	SCALE:	DWG. NO.
AUG 2001	NO SCALE	SAN-04-01

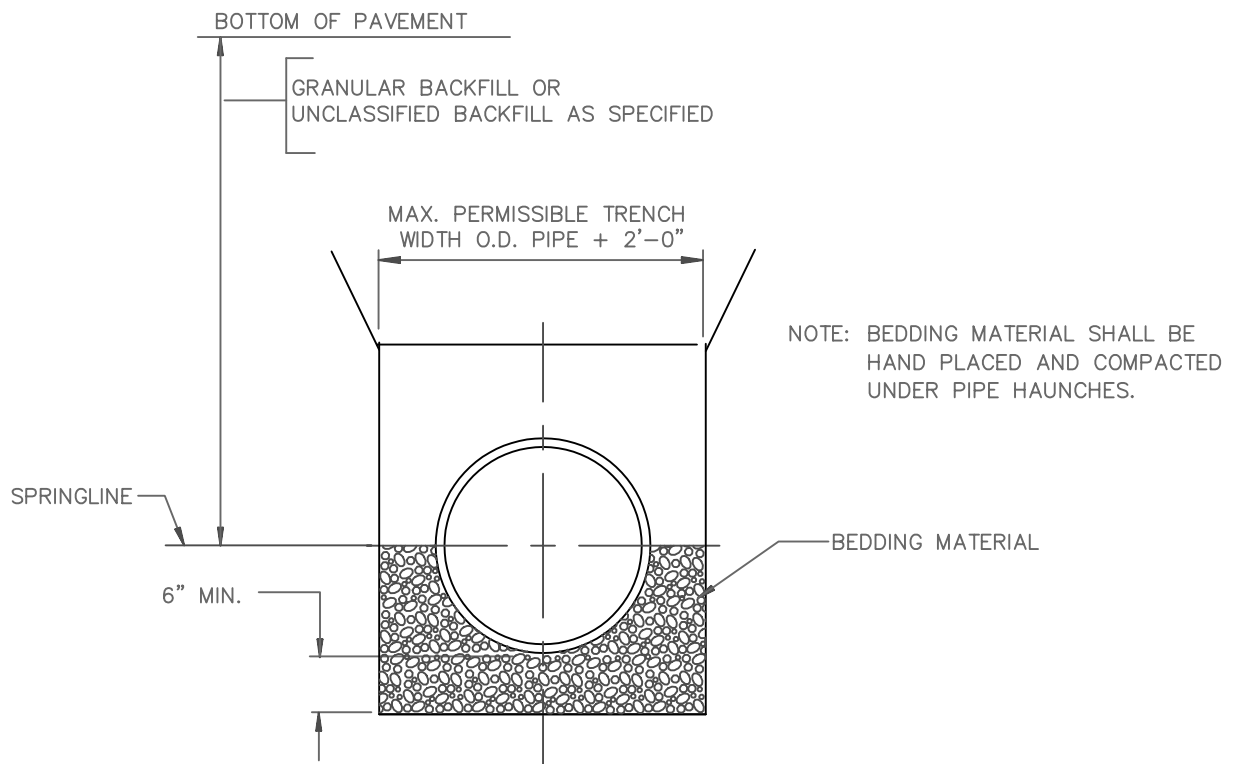


CANAL WINCHESTER, OHIO

BEDDING DETAIL FOR
PVC AND POLYETHYLENE
PIPE INSTALLATION

DATE:	SCALE:	DWG. NO.
JULY 2002	NO SCALE	ST-08-02

REVISED OCT 2002



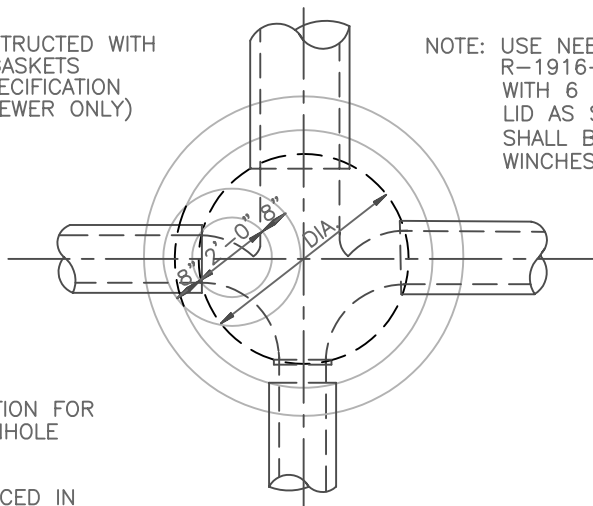
CANAL WINCHESTER, OHIO

STANDARD BEDDING
FOR
RIGID PIPE

DATE:	SCALE:	DWG. NO.
AUG 2001	NO SCALE	SAN-06-01

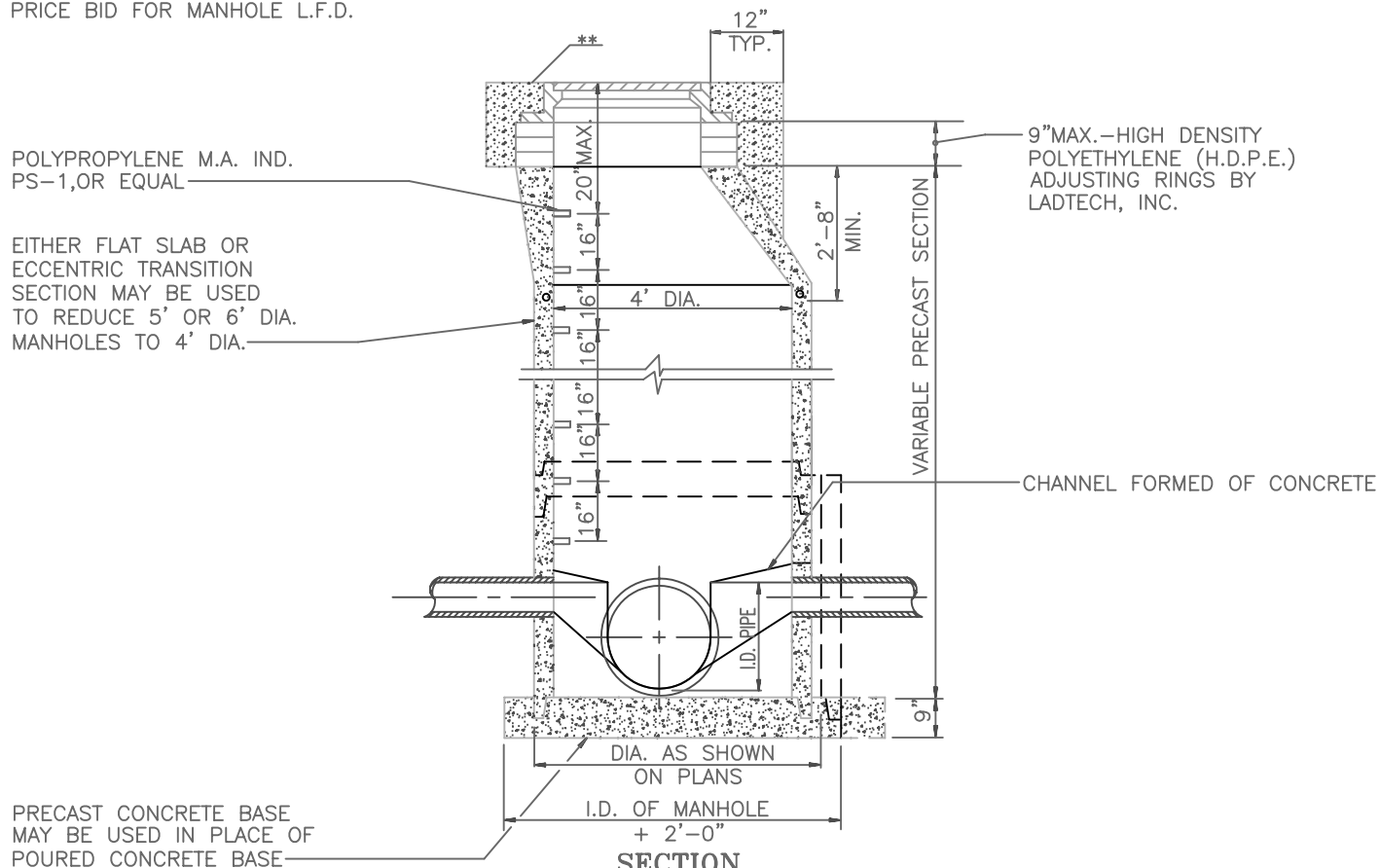
REVISED NOV 2001

NOTE: USE NEENAH MANHOLE FRAME & COVER R-1916-C (TYPE "C" LID) OR R-1762 WITH 6 - 3/4" DIA. HOLES CORED THRU LID AS SHOWN ON THE DRAWINGS. LIDS SHALL BE EMBOSSED WITH THE CANAL WINCHESTER SEAL (STORM SEWER).



PLAN

** CONCRETE COLLAR TO BE PLACED IN
PAVEMENT ONLY.
PAYMENT TO BE INCLUDED WITH UNIT
PRICE BID FOR MANHOLE L.F.D.



SECTION PRECAST MANHOLE

4" TO 24" PIPE = 4' DIA MANHOLE
27" TO 36" PIPE = 5' DIA. MANHOLE
42" TO 48" PIPE = 6' DIA. MANHOLE

CANAL WINCHESTER, OHIO

STANDARD STORM MANHOLE

DATE:

SCALE:

DWG. NO.

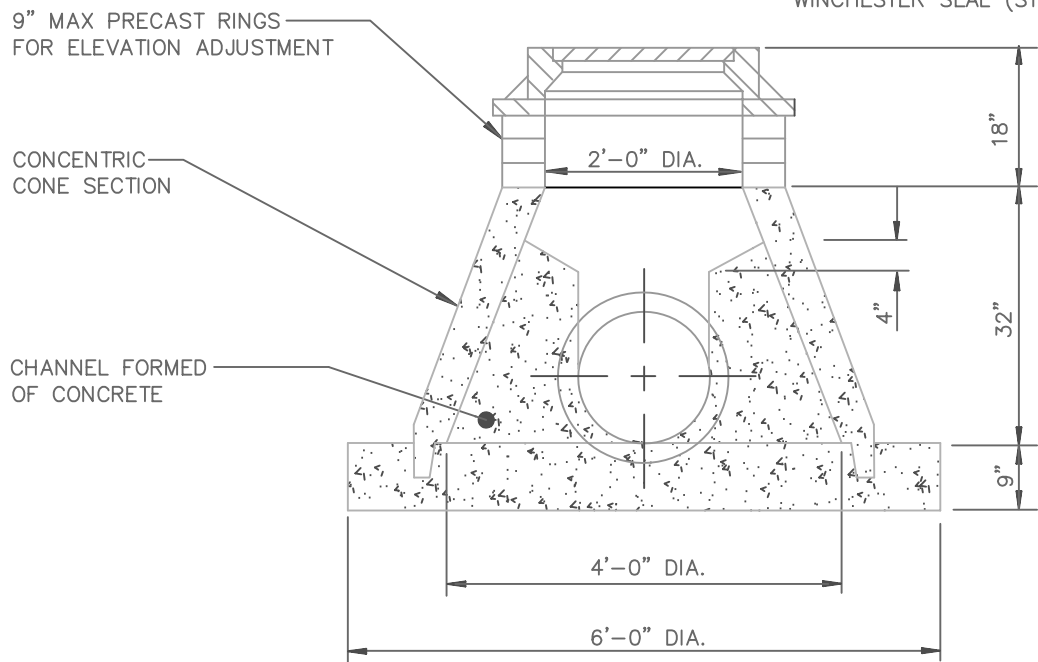
AUG 2001

NO SCALE

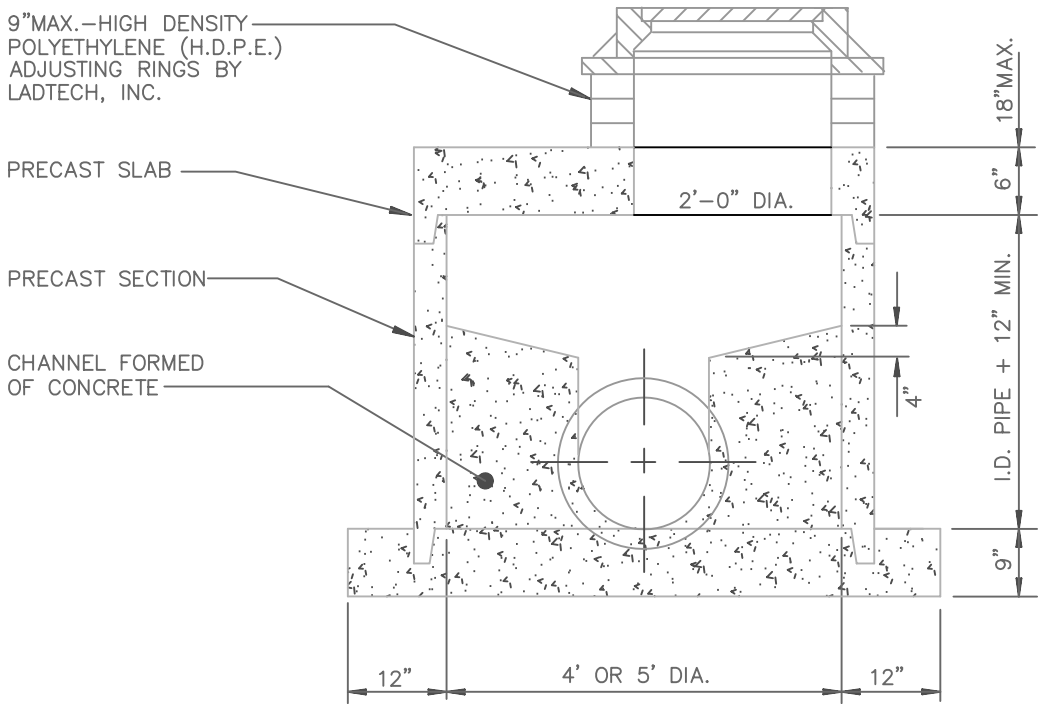
ST-01-01

REVISÉ JAN 2002

NOTE: USE NEENAH MANHOLE FRAME & COVER R-1916-C (TYPE "C" LID) OR R-1762 WITH 6 - 3/4" DIA. HOLES CORED THRU LID AS SHOWN ON THE DRAWINGS. LIDS SHALL BE EMBOSSED WITH THE CANAL WINCHESTER SEAL (STORM SEWER).



SECTION



SECTION

NOTE: MANHOLES UNLESS NOTED ON PLANS SHALL BE 4'-0" DIAMETER.

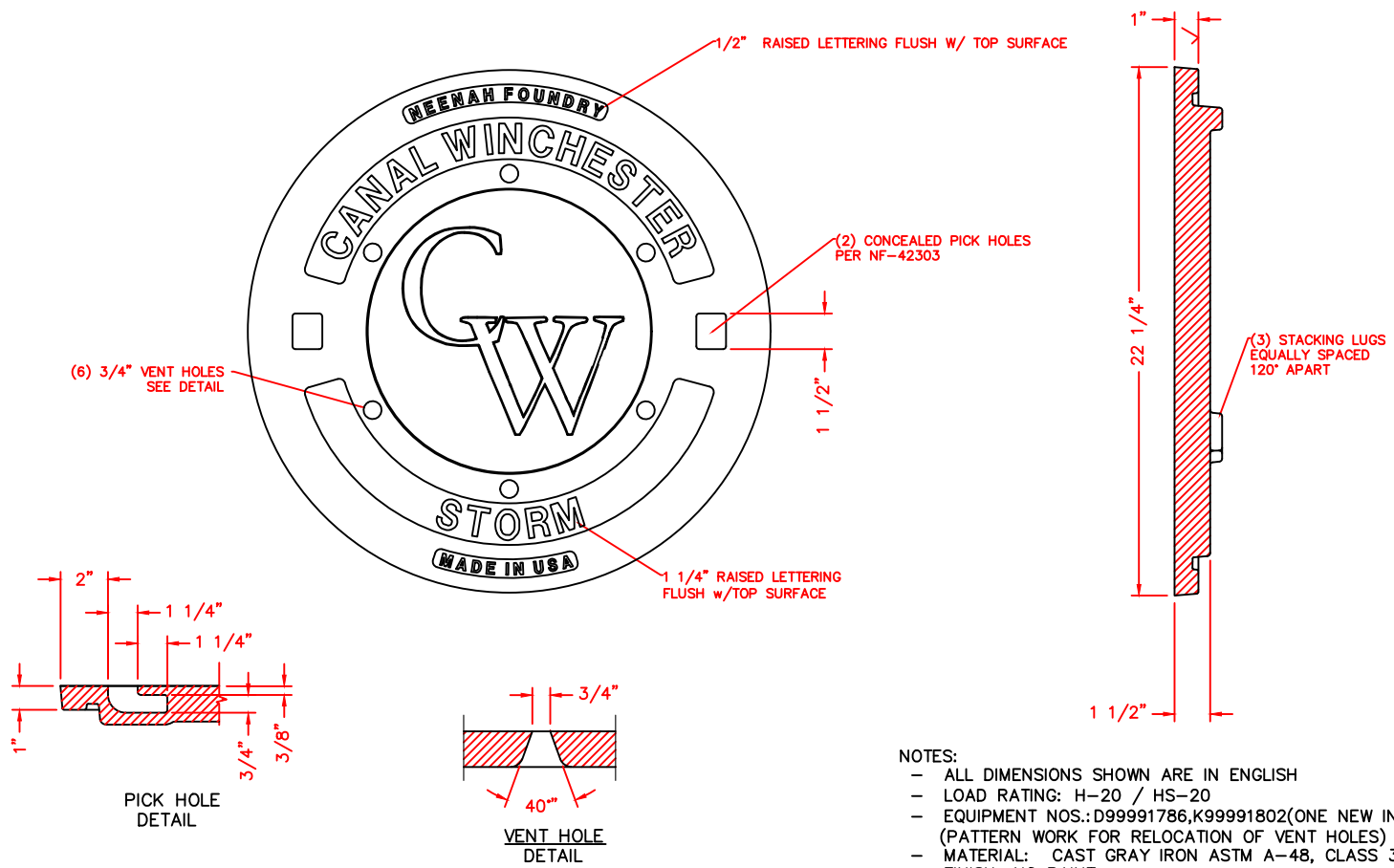
CANAL WINCHESTER, OHIO

4' & 5' PRECAST STORM MANHOLE
TYPICAL SHALLOW
CONSTRUCTION METHODS

DATE:	SCALE:	DWG. NO.
AUG 2001	NO SCALE	ST-02-01

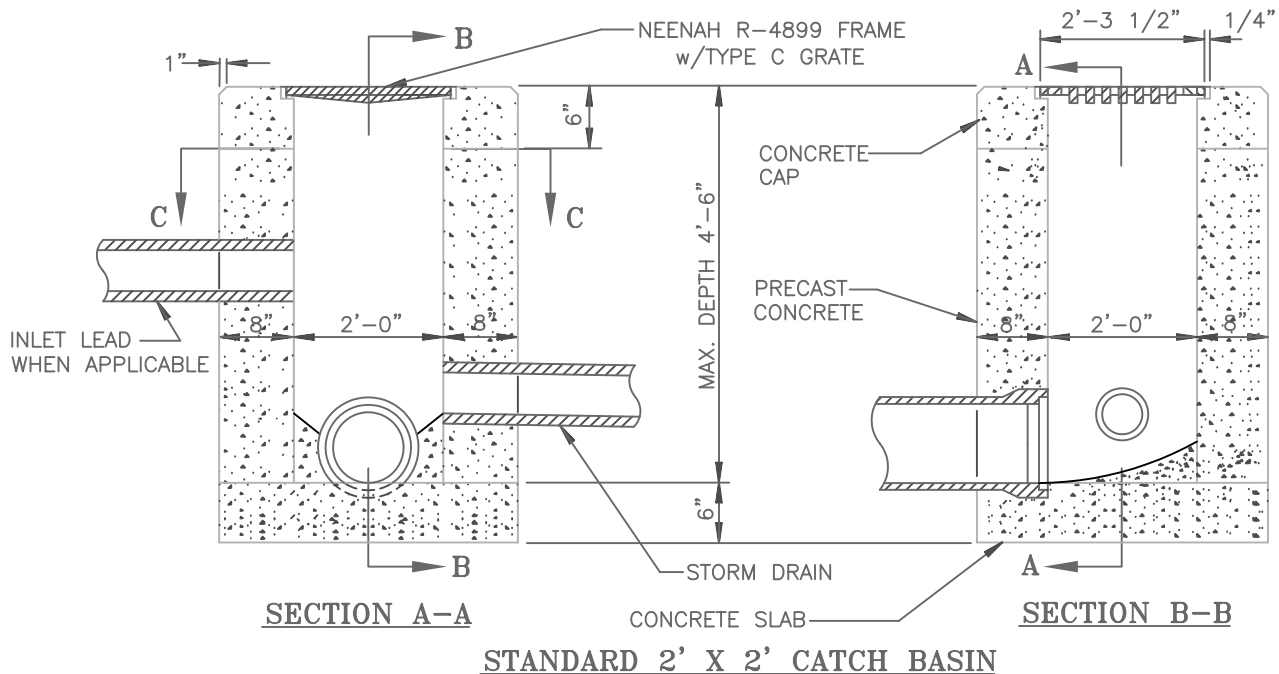
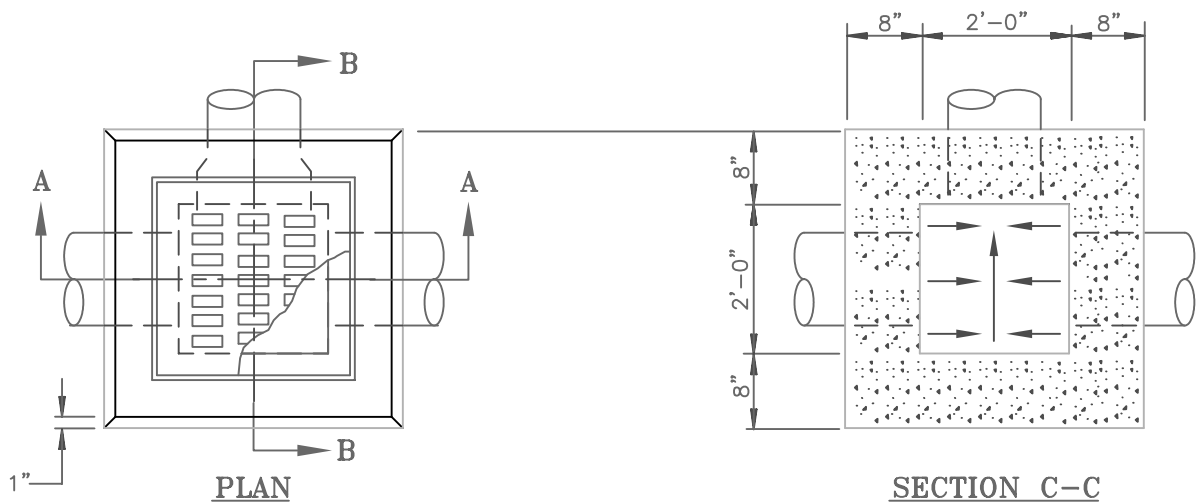
REVISED JAN 2002

DRAWING CONTROL: CONTROLLED DRAWINGS ON NFCCO SERVER. ALL OTHER COPIES, ELECTRONIC OR PRINTED ARE FOR REFERENCE ONLY



- NOTES:
- ALL DIMENSIONS SHOWN ARE IN ENGLISH
 - LOAD RATING: H-20 / HS-20
 - EQUIPMENT NOS.: D99991786, K99991802 (ONE NEW INSERT) (PATTERN WORK FOR RELOCATION OF VENT HOLES)
 - MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 35B
 - FINISH: NO PAINT
 - WEIGHT: ≈122#

DR.	AJS	SCALE	TITLE:	
CH.	HG	1/8"=1"	R-1762 PLATEN LID	
APP.	HSB		CANAL WINCHESTER LOGO LTRD. STORM	
DATE	11-1-2022	NEENAH FOUNDRY		
			NEENAH WISCONSIN 54956	
			PHONE 800-558-5075	
			LINCOLN, NEBRASKA 68529	
			PHONE 800-234-7466	
			NF-1762T50	B



STANDARD 2' X 2' CATCH BASIN

* ALL GRATES SHALL BE BICYCLE SAFE.

NOTE: INLET STRUCTURE SHALL BE PRECAST CONCRETE.

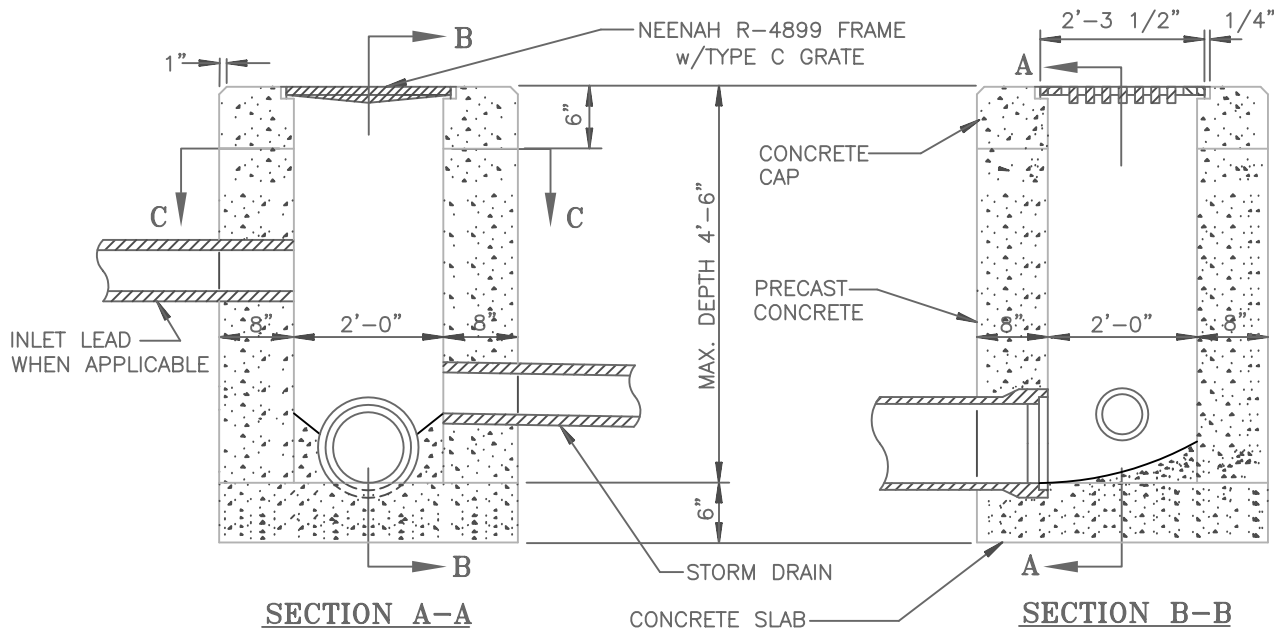
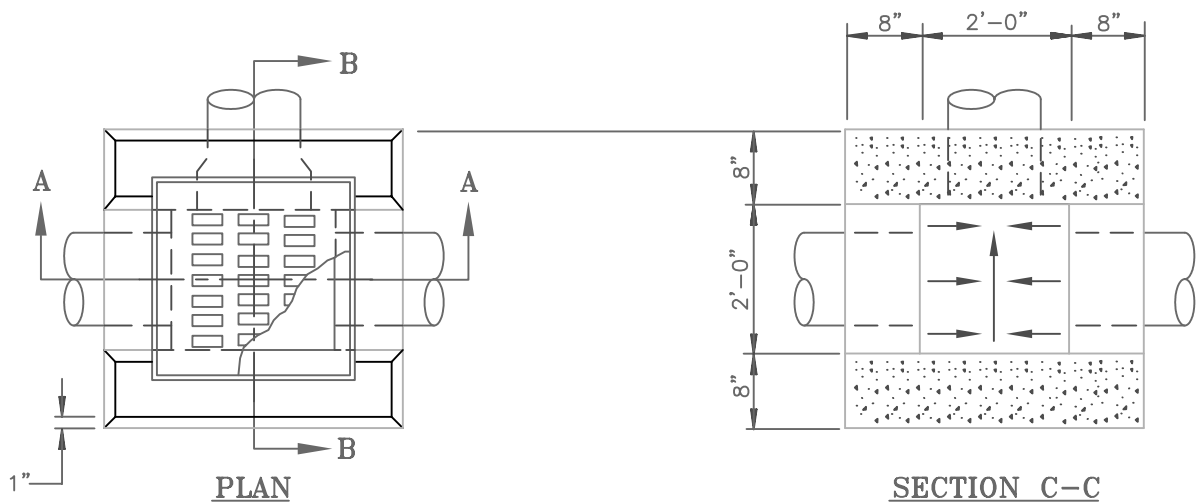
SIDE INLETS SHALL BE PROVIDED ON BOTH SIDES OF THE CATCH BASIN IN SAGS AND ON UPSTREAM SIDE ONLY WHERE THE DITCH HAS A CONTINUOUS DOWNGRADE PAST THE CATCH BASIN.

SIDE INLETS TO BE PLACED 4 TO 6 INCHES BELOW NORMAL ELEVATIONS OF DITCH RETURNING TO NORMAL 10' EACH SIDE OF BASIN.

CANAL WINCHESTER, OHIO

STANDARD
2'X2'
CATCH BASIN

DATE:	SCALE:	DWG. NO.
NOV 2001	NO SCALE	ST-03-01



STANDARD 2' X 2' CATCH BASIN

* ALL GRATES SHALL BE BICYCLE SAFE.

NOTE: INLET STRUCTURE SHALL BE PRECAST CONCRETE.

SIDE INLETS SHALL BE PROVIDED ON BOTH SIDES OF THE CATCH BASIN IN SAGS AND ON UPSTREAM SIDE ONLY WHERE THE DITCH HAS A CONTINUOUS DOWNGRADE PAST THE CATCH BASIN.

SIDE INLETS TO BE PLACED 4 TO 6 INCHES BELOW NORMAL ELEVATIONS OF DITCH RETURNING TO NORMAL 10' EACH SIDE OF BASIN.

CANAL WINCHESTER, OHIO

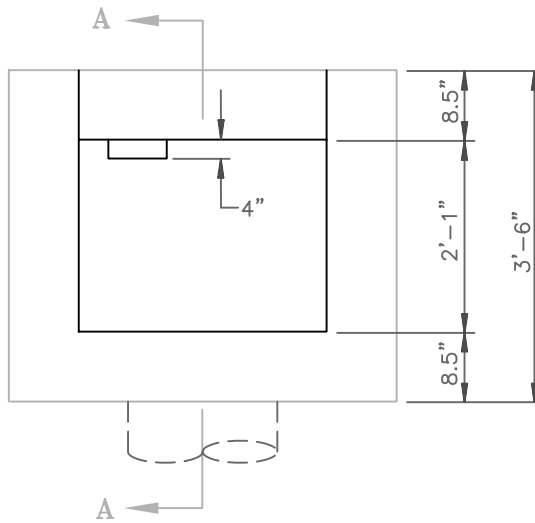
STANDARD
CATCH BASIN
(24" SIDE INLETS)

DATE:	SCALE:	DWG. NO.
JUNE 1992	NO SCALE	ST-03A-01

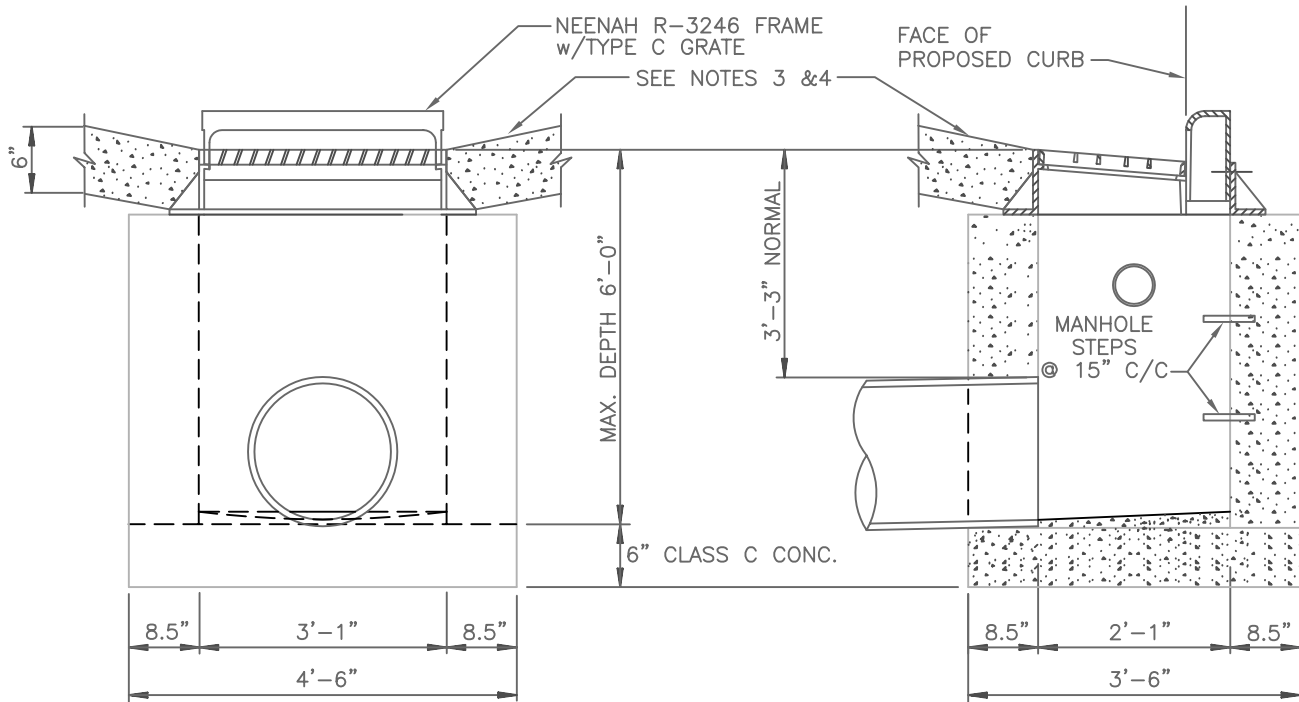
REPLACES DWG. NO. 1302

REVISED NOV 2001

S:\MUNICIPAL DETAILS\CANAL WIN\STDIN24.DWG



PLAN VIEW
(COVER REMOVED)



ELEVATION

SECTION A-A

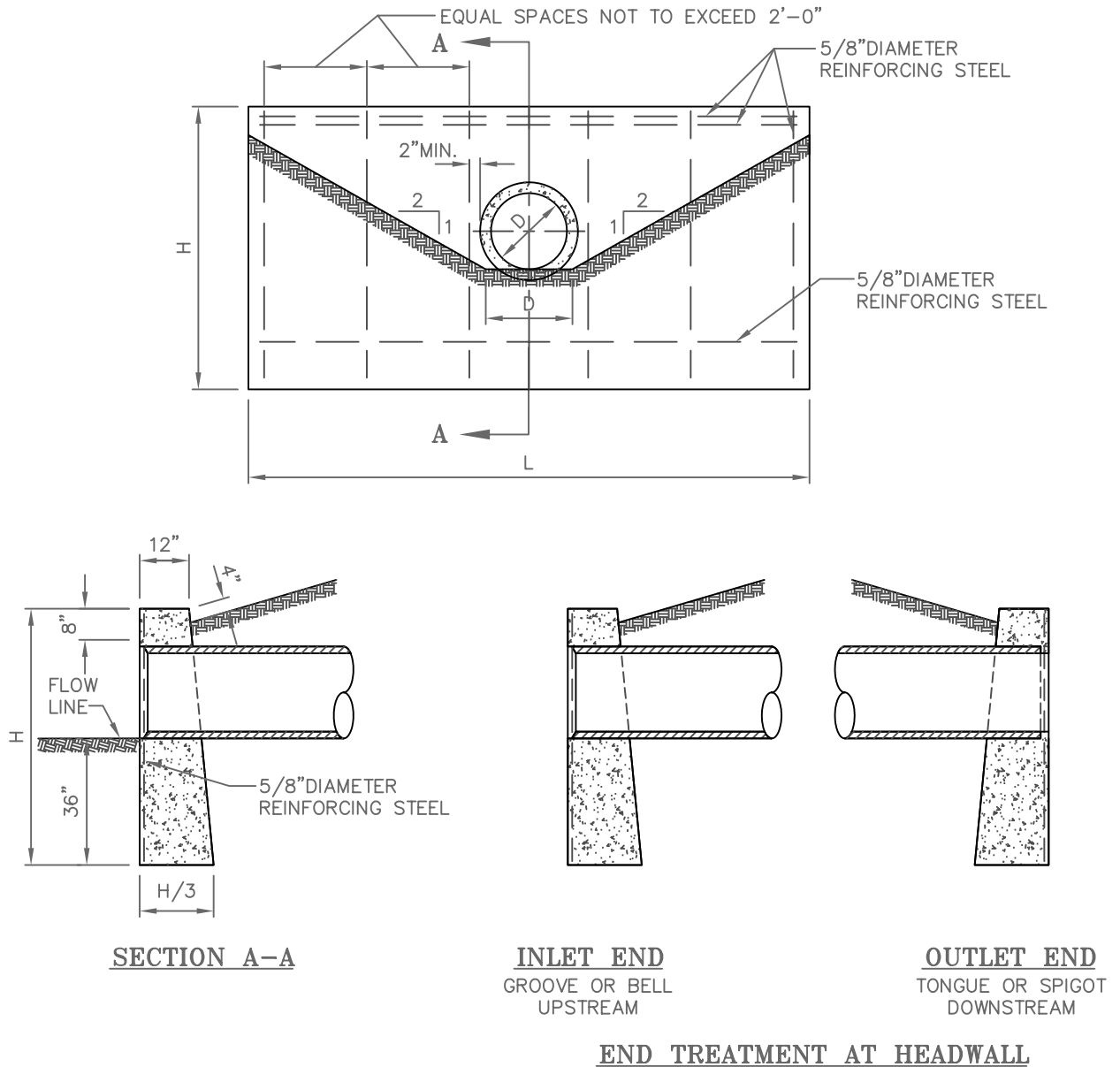
NOTES:

1. THE INLET BOTTOM SHALL BE SHAPED TO PROVIDE SLOPE OF 3" TO 4" TO OUTLET PIPE. THE CROSS SECTIONAL FORM OF BOTTOM AND LONGITUDINAL SLOPE IS TO BE ADAPTED TO LOCATION OF OUTLET PIPE AS DIRECTED.
2. OUTLET PIPE MAY BE LOCATED IN FRONT OR BACK AND SHALL BE DIRECTED TOWARDS THE CENTER OF THE INLET.
3. THE EXISTING GUTTER WITHIN THE AREA AROUND THE INLET WHERE CUT OUT, SHALL BE REPLACED WITH CLASS "C" CONCRETE OR ASPHALTIC CONCRETE PAVING AS ORDERED.
4. THE BACKFILLING WITHIN PROPOSED PAVED AREAS SHALL BE IN ACCORDANCE WITH ITEM 912.
5. WALLS MAY BE BRICK, PRECAST SOLID CONCRETE BLOCKS, CAST IN PLACE CONCRETE, CLASS "C", OR PRECAST CONCRETE.
6. PLACE 4" CURB DRAIN STUBS 30" BELOW TOP OF CURB OR AS DIRECTED.

CANAL WINCHESTER, OHIO

CURB AND
GUTTER INLET

DATE:	SCALE:	DWG. NO.
NOV 2001	NO SCALE	ST-04-01



NOTES:

HEADWALL WHERE REQUIRED WILL BE PROVIDED FOR NONSKEWED CULVERTS HAVING A DIAMETER OR RISE OF 36" OR LESS. REINFORCING STEEL BARS SHALL BE 5/8 INCH ROUND.

DIMENSIONS AND QUANTITIES ARE SHOWN FOR CIRCULAR SECTIONS ONLY. IT WILL BE NECESSARY TO DETERMINE DIMENSIONS FOR THE HEADWALL REQUIRED FOR REINFORCED ELLIPTICAL CONCRETE PIPE OR CORRUGATED METAL PIPE ARCHES IN ACCORDANCE WITH THE EQUATIONS LISTED ON THIS DRAWING.

CONCRETE SHALL BE CLASS "C".

FOUNDATION, WHERE THE SOIL BORINGS INDICATE A BEARING CAPACITY OF LESS THAN 2600 POUNDS PER SQUARE FOOT IT WILL BE NECESSARY TO INCREASE THE WIDTH OF THE BASE.

IF SLOPES OTHER THAN 2:1 ARE USED, THE LENGTH "L", AND HEIGHT "H" WILL REQUIRE ADJUSTMENT.

DIMENSIONS		
D	H	L
12"	5'-0"	6'-6"
15"	5'-2"	7'-0"
18"	5'-5"	8'-4"
21"	5'-8"	9'-8"
24"	5'-11"	11'-0"
30"	6'-5"	13'-8"
36"	7'-0"	16'-4"

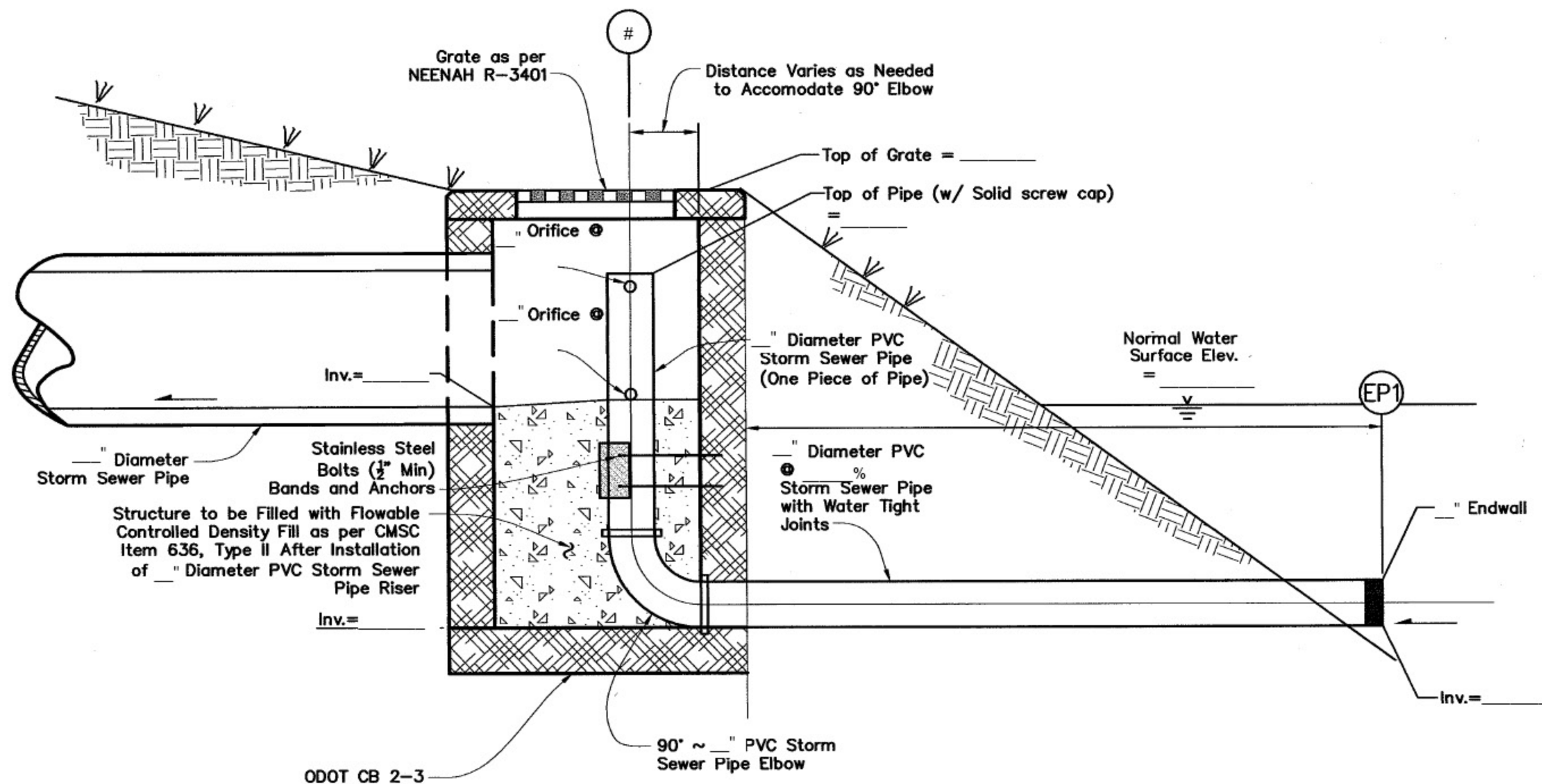
L CIRCULAR SECTIONS = $5D+4t$
 L ELLIPTICAL OR PIPE-ARCH = $4R+t+5$
 M CIRCULAR SECTIONS = $D+t+44"$
 M ELLIPTICAL OR PIPE-ARCH = $R+t+44"$

D = DIAMETER OF PIPE
 R = RISE OF PIPE
 S = SPAN OF PIPE
 t = THICKNESS OF BARREL
 L = LENGTH OF HEADWALL
 M = HEIGHT OF HEADWALL

CANAL WINCHESTER, OHIO

PIPE CULVERT
HEADWALL
15" TO 36" DIA.

DATE:	SCALE:	DWG. NO.
JUNE 1992	NO SCALE	ST-07-01



POND OUTLET STRUCTURE DETAIL

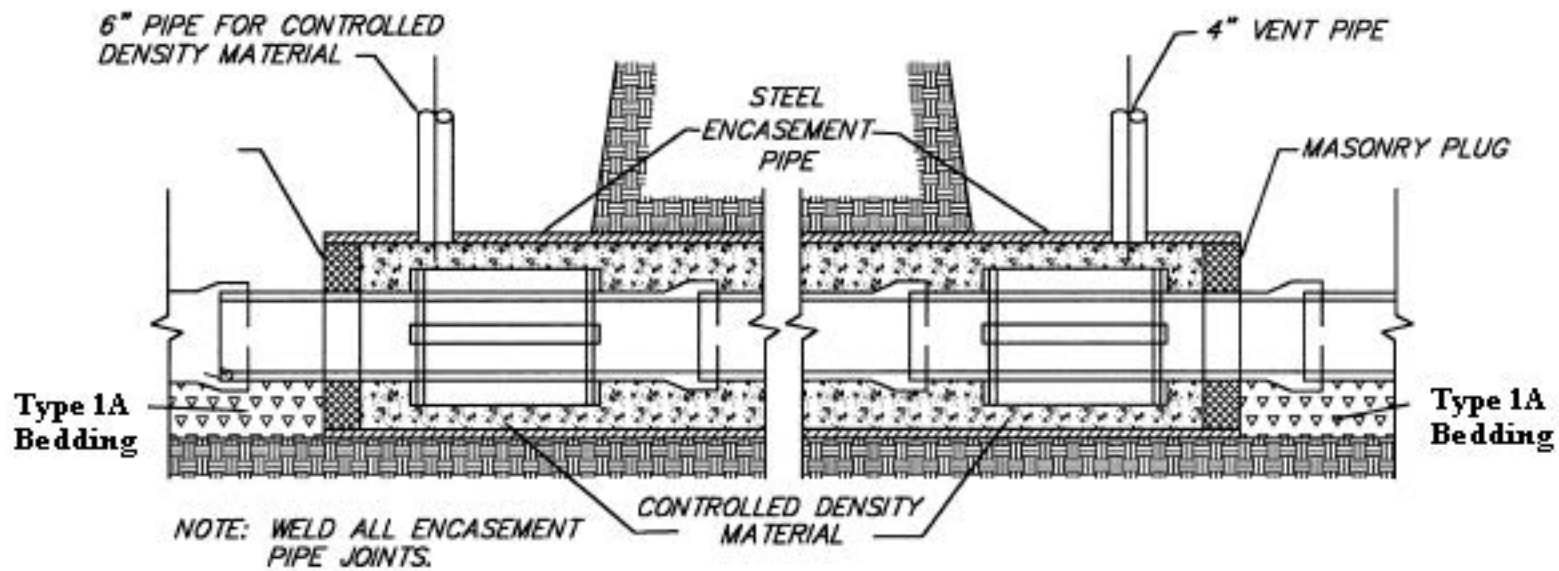
No Scale

CANAL WINCHESTER, OHIO

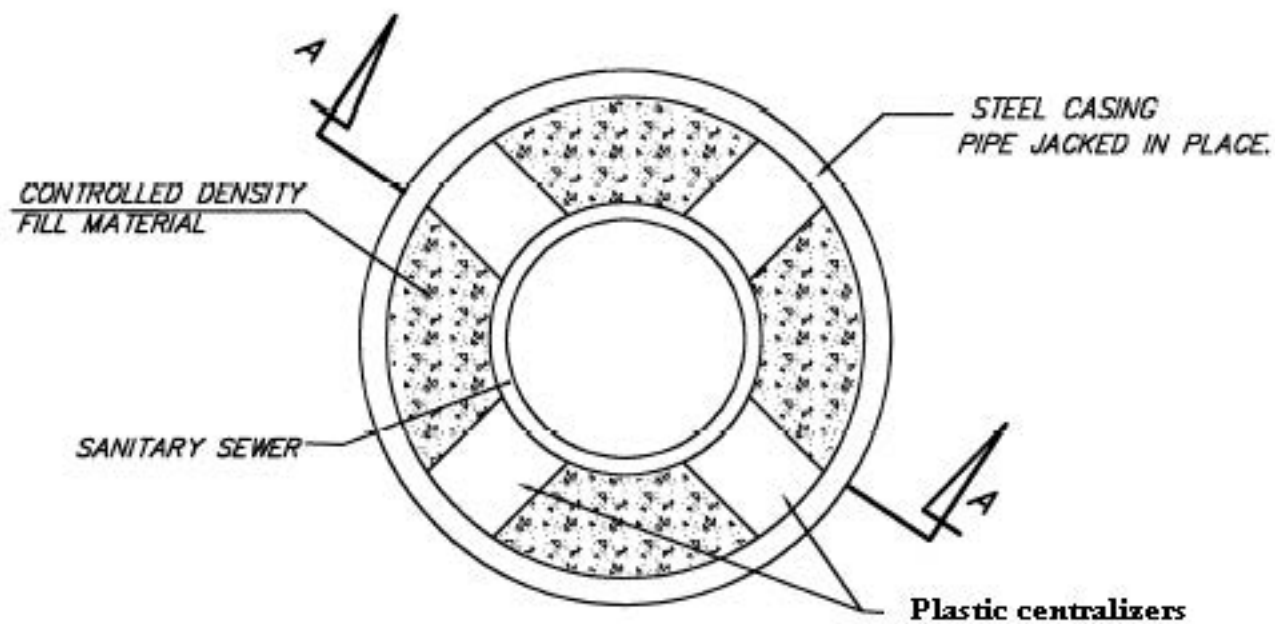
POND OUTLET STRUCTURE

June, 2010

ST-09-01



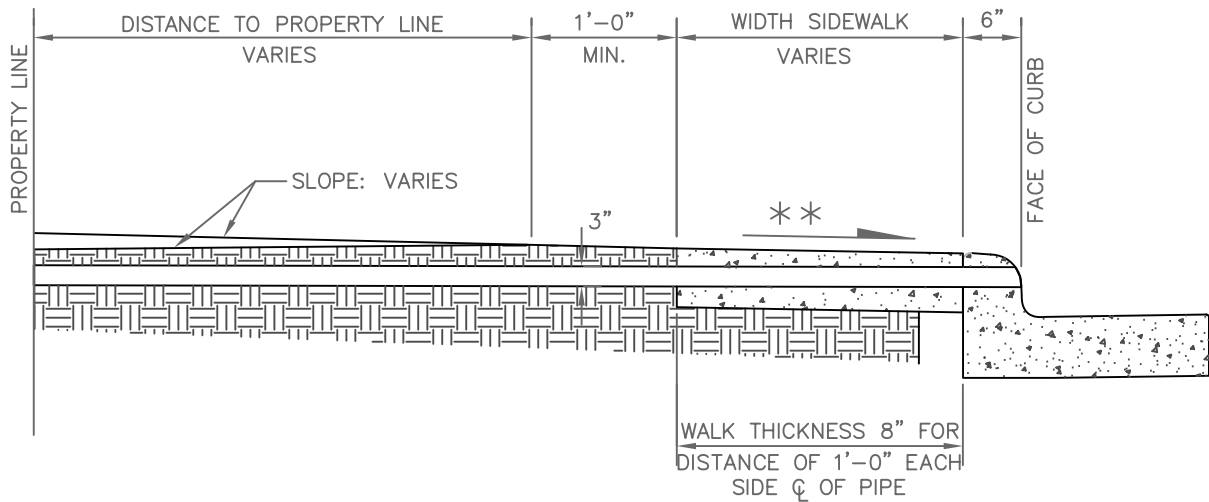
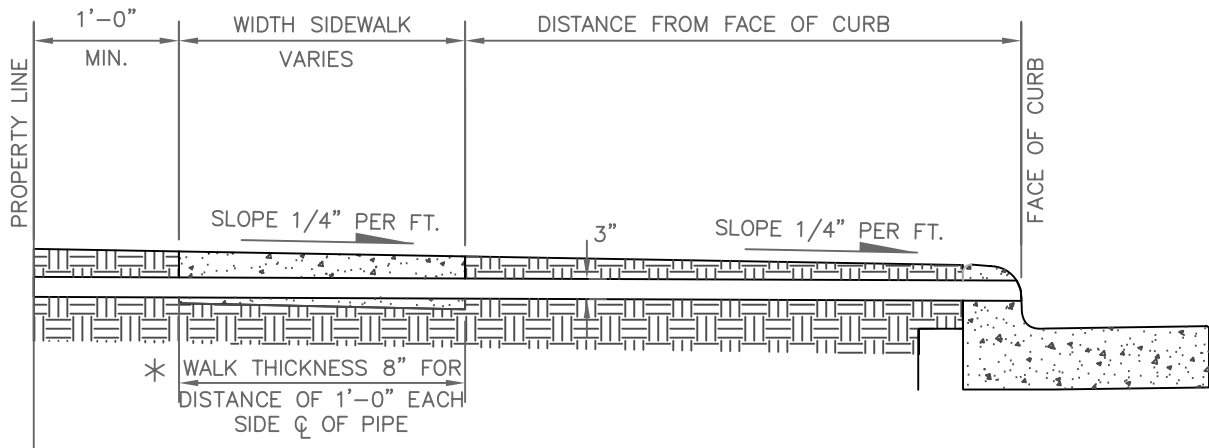
BORING DETAIL SECTION A-A



JACK CASING DETAIL

NOTES:

1. Steel Casing shall be ASTM A-53, Grade B, with smooth bore and exterior, minimum yield 35,000 psi. Size and thickness as indicated in plans.
2. Sanitary sewer size and type as indicated on the plans.
3. Clearance between the outside of the carrier pipe and the inside of the casing pipe shall be maintained using plastic centralizers.
4. Work to be performed in accordance with CW 1800.



* APPLICABLE ONLY WHERE THICKNESS OF CONCRETE OVER PIPE IS LESS THAN 4".

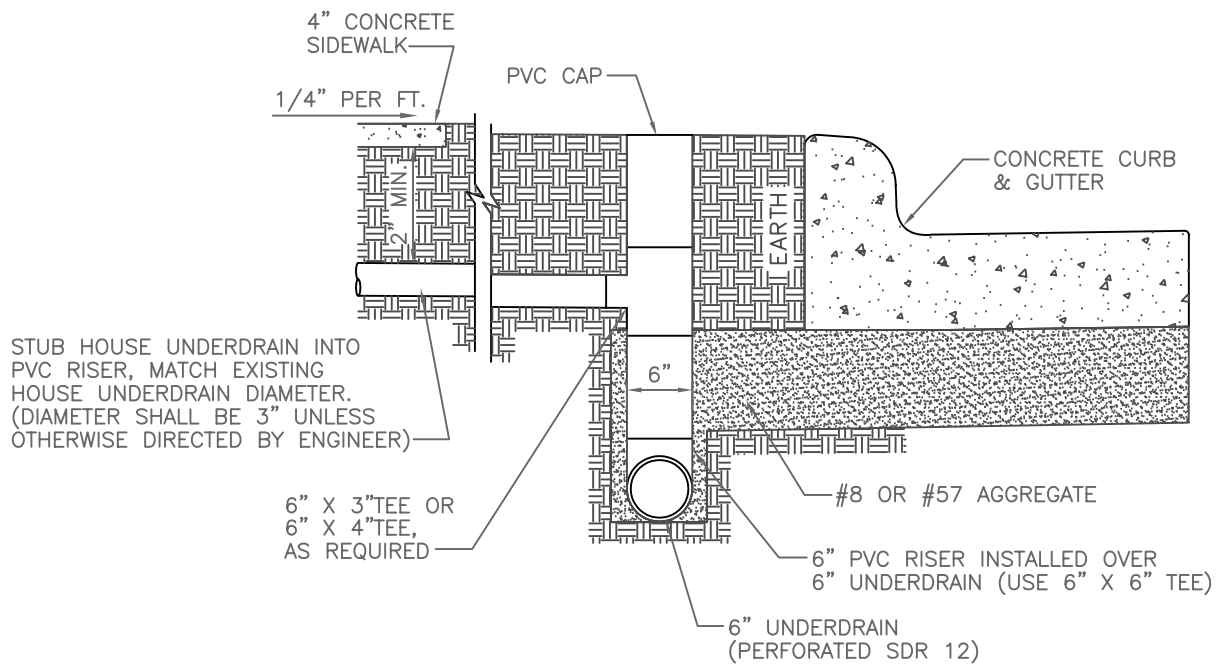
** SLOPE 1/4" PER FT. ON SIDEWALK AREA.

CANAL WINCHESTER, OHIO

PIPE ROOF DRAIN

DATE:	SCALE:	DWG. NO.
NOV 2001	NO SCALE	RD-08-01

REVISED JAN 2002



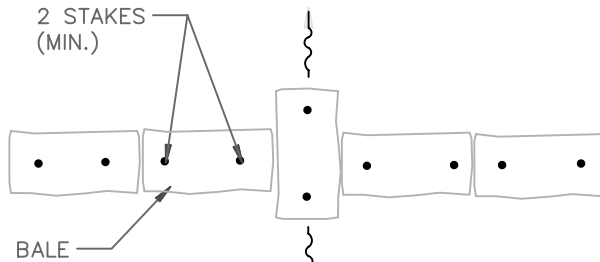
NOTE: COST OF 6" PVC RISER, CAP, FITTINGS AND 3" PIPE OUTLET INSTALLATION TO BE INCLUDED IN THE UNIT PRICE FOR ITEM "SPECIAL, RESIDENTIAL UNDERDRAIN JUNCTION BOX."

CANAL WINCHESTER, OHIO

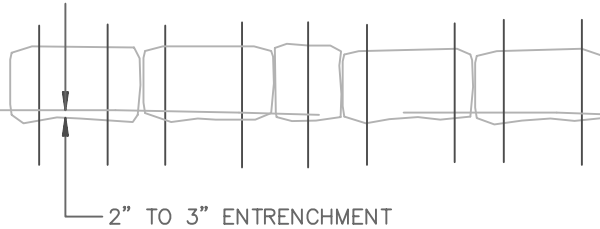
RESIDENTIAL UNDERDRAIN
JUNCTION BOX

DATE:	SCALE:	DWG. NO.
DEC 2001	NO SCALE	RD-13-01

EMBANKMENT FOR SEDIMENT BASINS CONSTRUCTION SHALL BE AS PER 120 COMPACTED AS DIRECTED BY THE ENGINEER. MAINTENANCE: SEDIMENT PITS, DAMS AND BASINS SHALL BE ACCEPTABLY MAINTAINED. DEPOSITED SEDIMENT SHALL BE REMOVED WHEN THE INITIAL VOLUME HAS BEEN REDUCED ONE-HALF. THE SAND FILTER BLANKET ON SEDIMENT BASINS SHALL BE REPLACED WHEN DEPOSITED SEDIMENT IS REMOVED. THE COST OF MAINTENANCE SHALL BE COVERED BY THE VARIOUS ITEMS OF THIS CONTRACT. FILTER: PLASTIC FILTER FABRIC, AS APPROVED BY THE ENGINEER, MAY BE SUBSTITUTED FOR THE SAND FILTER BLANKET ON SEDIMENT DAMS. SUCH FABRICS MAY BE CLEANED IN LIEU OF REPLACEMENT, WHEN APPROVED BY THE ENGINEER. SIZW: A SERIES OR SMALLER BASINS OR DAMS MAY BE SUBSTITUTED FOR A LARGER BASIN OR DAM WHEN APPROVED BY THE ENGINEER. BASIS OF PAYMENT: SEDIMENT DAMS AND BASINS SHALL BE PAID FOR UNDER ITEM 116.



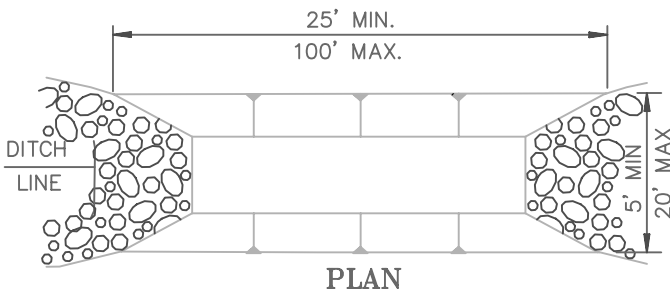
PLAN



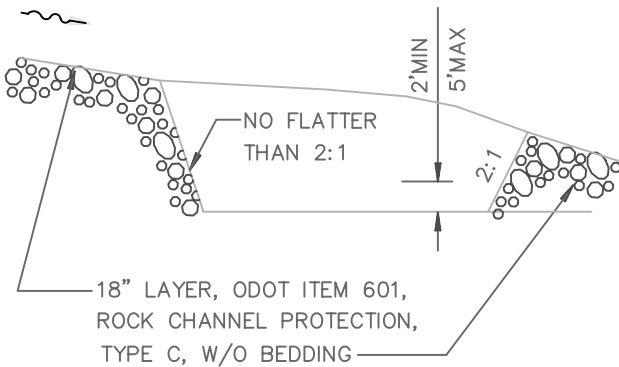
ELEVATION

STRAW OR HAY BALES

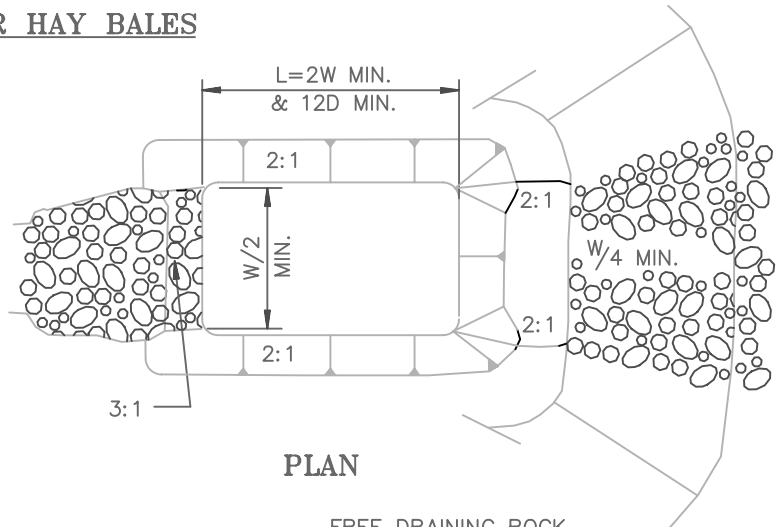
BALE PLACEMENT: BALES SHALL BE TIGHTLY PLACED, ADJACENTLY AND ENTRENCHED 2" TO 3" BEFORE STAKING; OR A SMALL AMOUNT OF LOOSE SOIL SHALL BE LIGHTLY COMPACTED ALONG THE UPSTREAM EDGE OF THE BALES. EACH BALE SHALL BE FIRMLY STAKED WITH A MINIMUM OF TWO STAKES AT LEAST 3' IN LENGTH. STAKES SHALL BE WOODEN 2"x2" REINFORCING BARS OR FENCE POSTS, AS APPROVED BY THE ENGINEER. LOOSE STRAW OR HAY SHALL BE SCATTERED FOR A DISTANCE OF 10' ON THE UPSTREAM SIDE OF EACH DITCH CHECK AND SHALL BE WEDGED BETWEEN AND UNDER STAKED BALES. SEDIMENT PITS: SHALL BE PROVIDED WHERE DIRECTED BY THE ENGINEER AND THEIR COST INCLUDED IN THE PRICE BID FOR ADJACENT 207 ITEMS. BASIS OF PAYMENT: STRAW OR HAY BALE INSTALLATION SHALL BE PAID FOR UNDER ITEM 116.



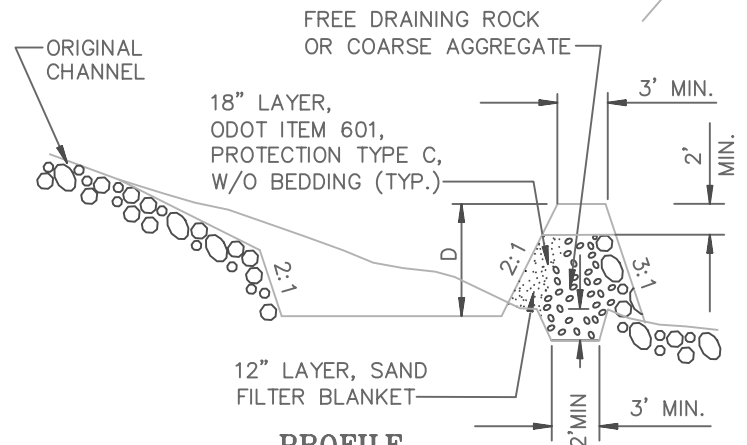
PLAN



PROFILE
SEDIMENT BASIN



PLAN

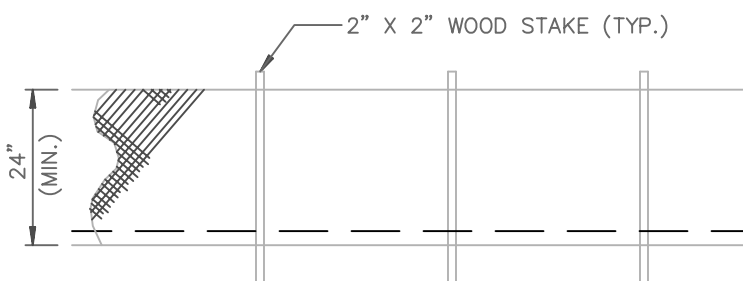


PROFILE
SEDIMENT DAM

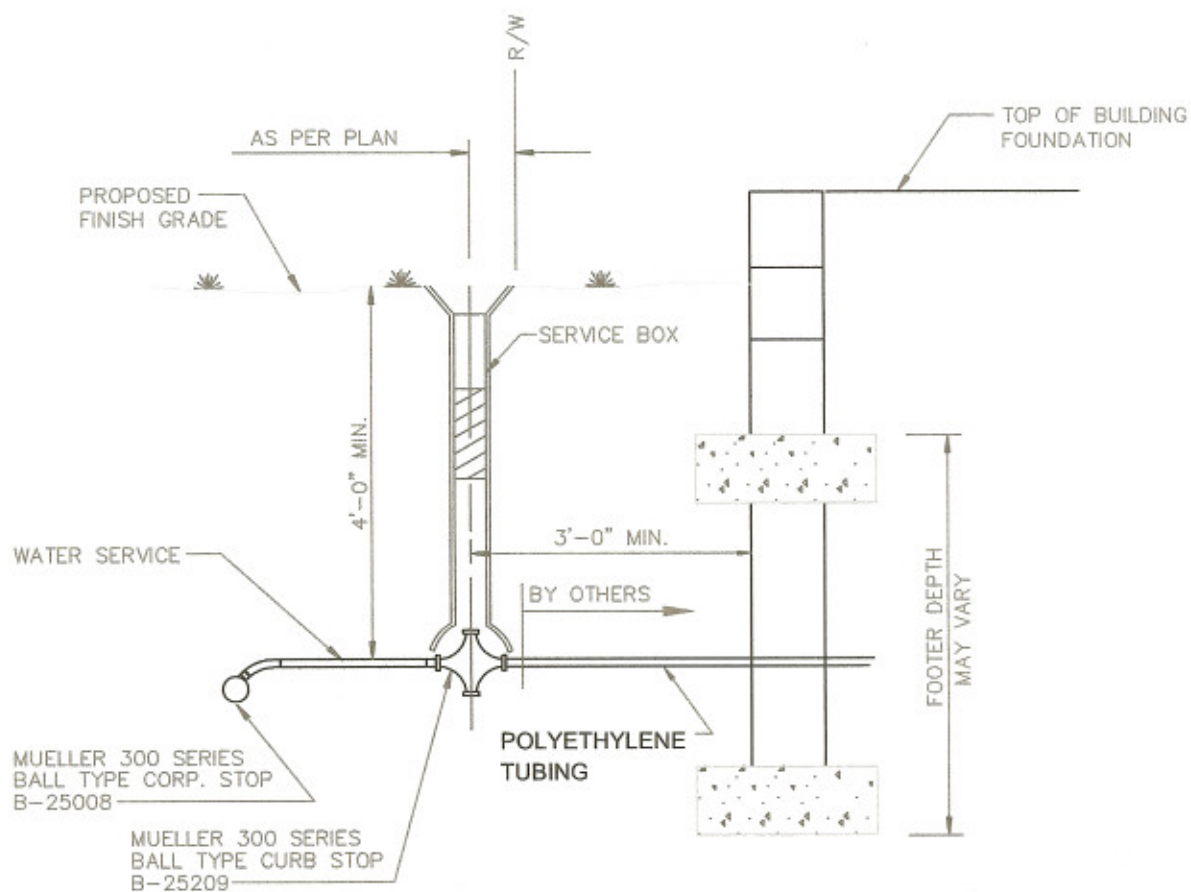
CANAL WINCHESTER, OHIO

SEDIMENTATION CONTROL

DATE:	SCALE:	DWG. NO.
AUG 2001	NO SCALE	ST-06-01



PLASTIC FILTER BARRIER



NOTE: MUELLER PATTERN TYPE CURB STOP OR EQUAL WITH STEM AND BOX (2" LESS)
HEAVY DUTY BUFFALO TYPE CURB BOX (LARGER THAN 2")

TYPICAL WATER SERVICE CONNECTION

S:\MUNICIPAL DETAILS\CANAL WIN\WATSERV.DWG

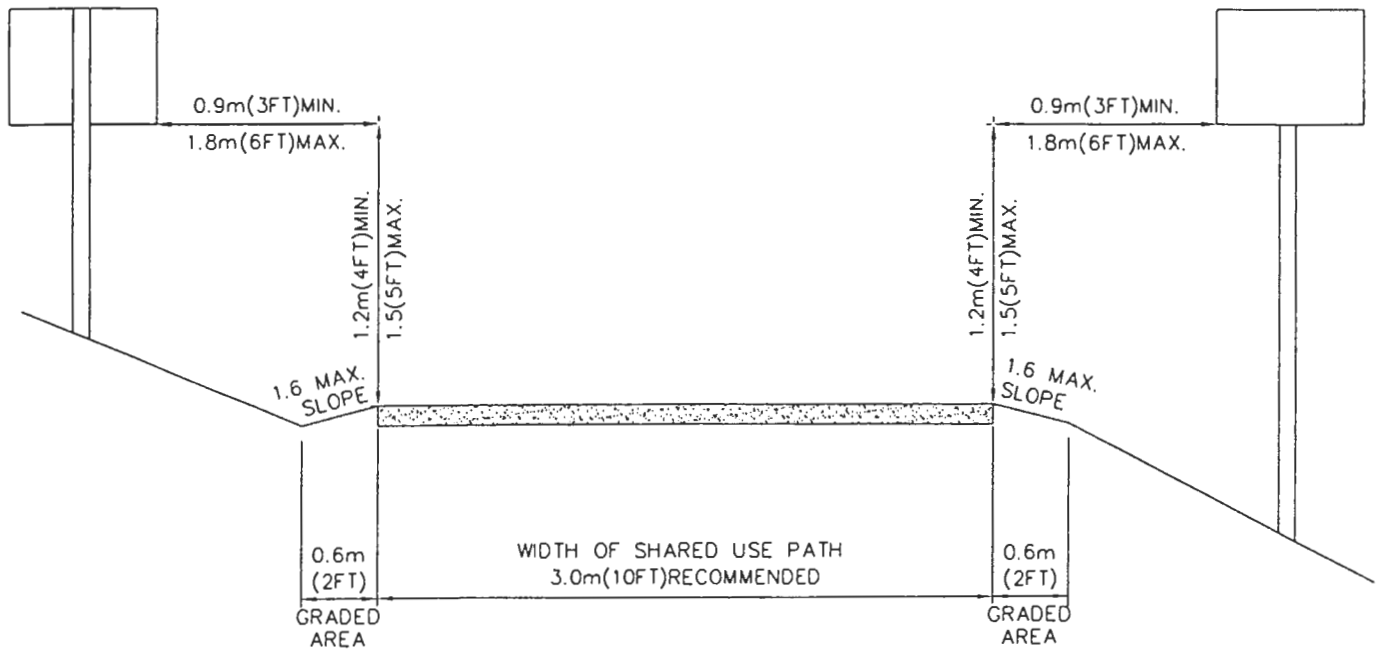
REPLACES DWG. NO. 1600

REV. DEC. 2005

CANAL WINCHESTER, OHIO

TYPICAL WATER SERVICE CONNECTION

DATE:	SCALE:	DWG. NO.
AUG 2001	NO SCALE	W - 06A - 01



CROSS SECTION OF TWO-WAY SHARED USE PATH ON SEPARATED RIGHT-OF-WAY.
FOR ALL BIKE AND SHARED USE PATHS USE THE 1999 GUIDE FOR THE DEVELOPMENT OF BICYCLE FACILITIES.

PREPARED BY THE AASHTO
TASK FORCE ON GEOMETRIC DESIGN

AMERICAN ASSOCIATION OF
STATE HIGHWAY AND
TRANSPORTATION OFFICIALS
444 NORTH CAPITOL STREET, NW
WASHINGTON, DC 20001
(202) 624-5800 (TEL)
(202) 624-5806 (FAX)
www.aashto.org

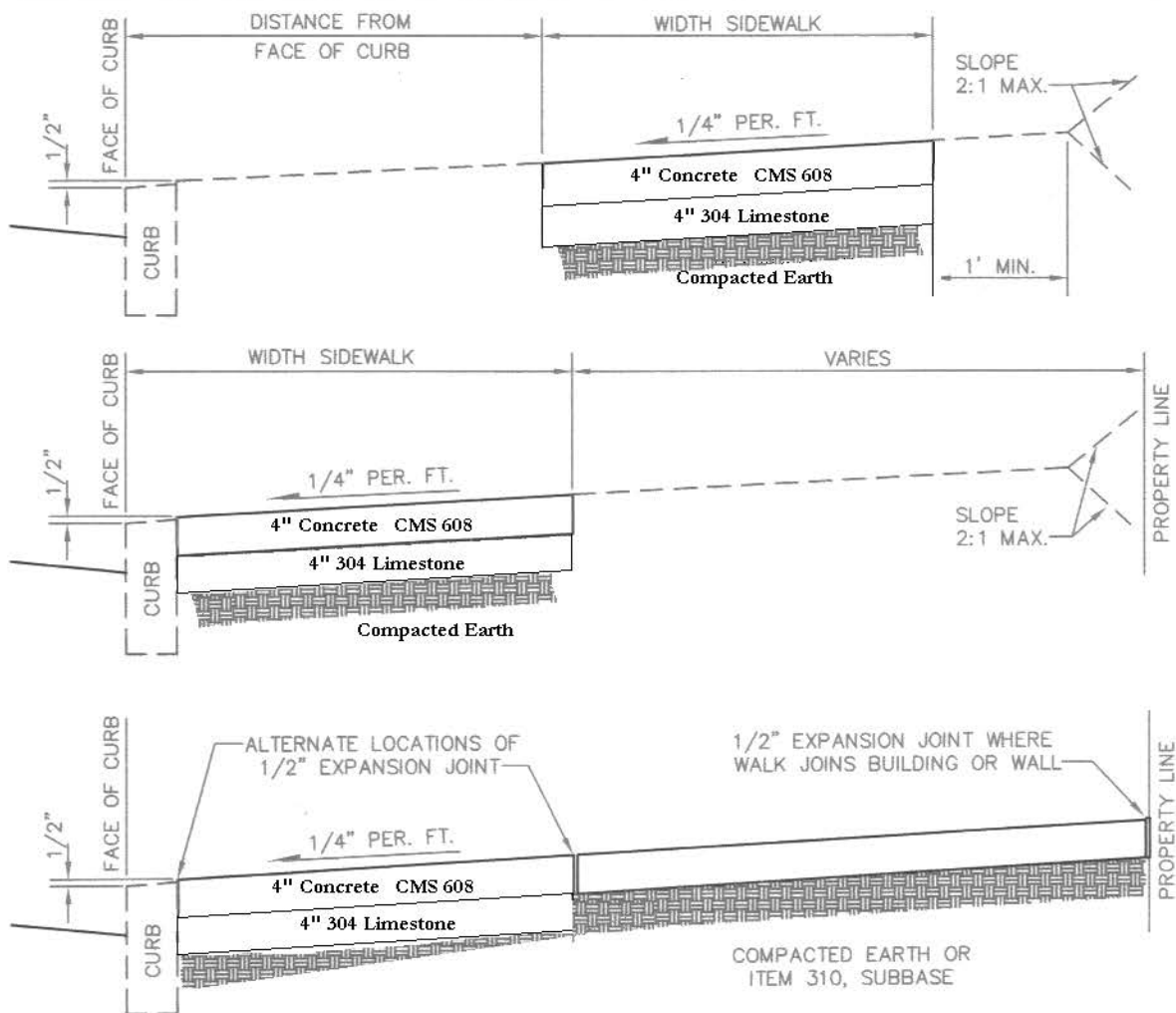
CANAL WINCHESTER, OHIO

BIKE PATH
PAVEMENT DETAIL

1
4

DATE:	SCALE:	DWG. NO.
NOV 2001	NO SCALE	RD-10A-01

REVISED DEC 2001



SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH COLUMBUS CMS ITEM 608.

WHERE SIDEWALKS CROSS DRIVEWAYS THE THICKNESS SHALL BE 6".

ALL CONCRETE SHALL BE PLACED IN ONE COARSE.

EXPANSION JOINTS SHALL BE PLACED AGAINST EXISTING CONCRETE AND AT INTERVALS OF 30 FT OR LESS.

WATER AND GAS VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE.

ROOF DRAINS SHALL BE EXTENDED UNDER THE SIDEWALK AND THROUGH THE CURB.

NOTIFY THE VILLAGE WHEN FORMS ARE READY FOR INSPECTION. NO CONCRETE MAY BE PLACED WITHOUT PRIOR FORM APPROVAL BY THE VILLAGE.

NO CONCRETE SHALL BE PLACED UNTIL THE TEMPERATURE IS 35 DEGREES MIN.

ITEM NUMBERS REFER TO COLUMBUS CMS.

CANAL WINCHESTER, OHIO

STANDARD SIDEWALKS

DATE:	SCALE:	DWG. NO.
JUNE 1992	NO SCALE	RD-12-01

OWNER-CONTRACTOR AGREEMENT

OWNER: City of Canal Winchester
ADDRESS: 45 E. Waterloo St.
Canal Winchester, OH 43110
TELEPHONE: 614-837-7493
FAX: 614-837-0145
CONTACT: William Sims
PROJECT: McGill Park, PH.2B
DATE: _____

CONTRACT: _____
ALTERNATES: _____
CONTRACTOR: _____
ADDRESS: _____
TELEPHONE: _____
FAX: _____
CONTACT: _____

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date set forth above ("Effective Date of this Agreement"), which if no date is entered shall be the date the Agreement was signed by the Owner.

The Owner and the Contractor agree as set forth in the following sections:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents:
 1. LEGAL NOTICE;
 2. INSTRUCTIONS TO BIDDERS;
 3. REQUEST FOR INFORMATION (PRE-BID);
 4. BID FORM;
 5. NONCOLLUSION AFFIDAVIT;
 6. CORPORATE AFFIDAVIT;
 7. CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT (O.R.C. § 5719.042);
 8. BID GUARANTY AND CONTRACT BOND (O.R.C. § 153.571);
 9. CONTRACT BOND—(Used in lieu of #8 with an accepted security from #10);
 10. CERTIFIED CHECK, LETTER OF CREDIT, OR CASHIER'S CHECK DOCUMENT (if applicable);
 11. CERTIFICATE OF INSURANCE;
 12. STATE OF OHIO DEPARTMENT OF TAXATION, SALES AND USE TAX CONSTRUCTION CONTRACT EXEMPTION CERTIFICATE;
 13. CONTRACTOR'S QUALIFICATION STATEMENT;
 14. SUB CONTRACTORS LIST;
 15. DECLARATION REGARDING MATERIAL NONASSISTANCE TO TERRORISTS;
 16. OWNER-CONTRACTOR AGREEMENT;
 17. FISCAL OFFICER'S STATEMENT OF AVAILABILITY;
 18. MODIFIED STANDARD GENERAL CONDITIONS;
 19. STATE OF OHIO BUREAU OF WORKER'S COMPENSATION INSURANCE CERTIFICATE;

20. NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT;
21. NOTICE OF AWARD TO CONTRACTOR;
22. NOTICE OF AWARD TO SURETY AND SURETY'S AGENT;
23. NOTICE TO PROCEED;
24. CHANGE ORDER;
25. PAYROLL INFORMATION;
26. FINAL PAYROLL AFFIDAVIT;
27. PREVAILING WAGE RATES;
28. SUPPLEMENTARY SPECIFICATIONS;
29. CONTRACTOR'S PAYMENT APPLICATION CHECKLIST;
30. CONTRACTOR'S AFFIDAVIT WITH LIST OF SUBCONTRACTORS AND SUPPLIERS WITH ANY AMOUNTS WITHHELD;
 31. CONTRACTOR'S WAIVER & RELEASE AGREEMENT;
 32. SUBCONTRACTOR'S – SUPPLIER'S WAIVER & RELEASE AGREEMENT;
 33. STATEMENT OF CLAIM FORM;
 34. STATEMENT OF CLAIM FORM INSTRUCTIONS;
 35. DESIGN PROFESSIONAL'S CERTIFICATE OF SUBSTANTIAL COMPLETION;
36. MODIFICATIONS ISSUED AFTER THE EXECUTION OF THE CONTRACT, INCLUDING:
 - i. A written amendment to the Agreement signed by both parties;
 - ii. A Change Order;
 - iii. A Work Change Directive; or,
 - iv. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions; and
37. ____ When this item is checked by the Owner, e.g., with an "X" or other mark, the State of Ohio Department of Transportation, Construction Specifications Manual, 2010 version, will be a Contract Document, but only as modified by the document titled *2010 ODOT Manual Supplement*, prepared by Owner;
38. X When this item is checked by the Owner, e.g., with an "X" or other mark, the City of Columbus Construction and Material Specifications Supplement, 2002 Edition, will be a Contract Document, but only as modified by the document titled *City of Columbus Construction and Material Specifications Supplement*; and
39. THE PROJECT PLANS, DRAWINGS, AND EXHIBITS.

Note: NON-CONTRACT DOCUMENTS. The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and tests. (None, if none are listed).

Note: NON-CONTRACT DOCUMENTS. The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

2. DESIGN PROFESSIONAL RELATIONSHIP. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Design Professional and the Contractor or any Subcontractor or Material Supplier to the Project. The Design Professional, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Design Professional that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Design Professional that are performed for the sole benefit of the Owner. The Contractor shall forward all communications to the Owner through the Design Professional and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Design Professional are specifically authorized and directed by the Owner to the Contractor through the Design Professional acting on behalf of the Owner.

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

Name: EMH&T

Address: 5500 New Albany Rd. Columbus, OH 43054

Phone: 614-775-4386

Fax: 614-775-4800

The Design Professional's Representative is Andrew Kushmeider, PE.

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

3.1 DATE FOR COMMENCEMENT. The date for commencement of the Work shall be the date established in a written Notice to Proceed issued by the Owner, through the Design Professional, to the Contractor. If no Notice to Proceed is issued, then the date for commencement shall be the Effective Date of this Agreement. The date for commencement of the Work shall be within sixty (60) days from the bid opening date, unless the Owner and the Contractor agree to a later date. If there is any other date for commencement of the Work in the bid documents, Contract Documents or elsewhere, it is agreed that such other date is a tentative date and may not be relied upon by the Contractor. If the date for commencement of the Work is later than sixty (60) days from the bid opening date or, if applicable, the later date agreed to by the Owner and the Contractor, the Contractor may submit a Claim in accordance with the Contract Documents.

3.2 DATE FOR SUBSTANTIAL COMPLETION. The Contractor shall have its Work on the Project Substantially Complete by the following date or within the following Contract Time (in calendar days) 120 Days. The Date for Substantial Completion is the foregoing date or date calculated using the Contract Time. The Date for Substantial Completion shall only be changed

or modified by Change Order, other Modification, or a Claim that is Finally Resolved regardless of any dates in any schedule created by any person, including the Coordinating Contractor. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of this Agreement.

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

3.2.2 SHUTDOWN DATES. Due to events scheduled by the Owner and/or other Owner considerations, Contractor must only perform Work on the days and at the times allowed by the Ordinances of the City of Canal Winchester. Additionally, Contractor will not be able to perform Work on the Project on the dates and times delineated in the Supplementary Specifications to these Contract Documents.

Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

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

3.4 COORDINATING CONTRACTOR. The Coordinating Contractor shall be the _____ Contractor (if this blank is not completed, then the Coordinating Contractor shall be the General Trades Contractor or, if there is only one contractor, the Contractor). The Coordinating Contractor shall be responsible for coordinating the work of all contractors on the Project.

3.5 LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project Substantially Complete by its Date for Substantial Completion or Finally Complete within 30 days of achieving Substantial Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable:

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$50,000.00	\$ 250.00
\$50,000.01 to \$150,000.00	\$ 500.00
\$150,000.01 to \$500,000.00	\$1,000.00
\$500,000.01 to \$2,000,000.00	\$1,500.00
\$2,000,000.01 to \$5,000,000.00	\$2,500.00
\$5,000,000.01 to \$10,000,000.00	\$3,000.00

LIQUIDATED DAMAGES – FINAL COMPLETION

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$50,000.00	\$ 50.00
\$50,000.01 to \$150,000.00	\$ 100.00
\$150,000.01 to \$500,000.00	\$ 200.00
\$500,000.01 to \$2,000,000.00	\$ 300.00
\$2,000,000.01 to \$5,000,000.00	\$ 500.00
\$5,000,000.01 to \$10,000,000.00	\$ 600.00

In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion or its failure to Finally Complete its Work within thirty days of its Date for Substantial Completion. The Contractor's obligation to indemnify, defend and hold the Owner harmless under this Section 3.5 shall be joint and several. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

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

Base Bid Amount: \$ [REDACTED]

List Alternates, if any:

Alternate No.	Description	Amount
[REDACTED]	[REDACTED]	[REDACTED]

If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become

the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. **RETAINAGE.** Retainage of 10% shall be withheld on each Application for Payment until the Contractor has completed 50%, by dollar volume, of the Project; after such time, no retainage shall be withheld on subsequent Applications for Payment. The Contractor agrees that the Retainage will not be held in escrow or in any interest bearing account, and that no interest will be paid on such retained funds.

6. **LIMITATION ON LIABILITY.** The Owner's total liability under this Agreement will be limited to the amount set forth in the Fiscal Officer's certificate accompanying this Agreement. Under no circumstances will the elected officials, officers, employees, board or council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

7. **GENERAL.**

7.1 **MODIFICATION.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

7.2 **ASSIGNMENT.** The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

7.3 **LAW AND JURISDICTION.** All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be filed in the Common Pleas Court of the county in Ohio in which the Owner's principal office is located, and each party hereby expressly consents to the exclusive jurisdiction of such court. Each party specifically waives the right to remove any litigation arising out of this Agreement to federal court.

7.4 **CONSTRUCTION.** The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

7.5 **APPROVALS.** Except as expressly provided herein, the approvals and determinations of the Owner and Design Professional will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the

Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

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

7.7 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

7.7.1 NON-DISCRIMINATION. Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

7.7.2 PREVAILING WAGE RATES. The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, without increase in the Contract Sum.

7.7.3 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

7.8 JOB MEETINGS. The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

7.9 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

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

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

7.12 COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner: **City of Canal Winchester**

Contractor:

By: _____

By: _____

Name: **Joe Steager**

Name:

Title: **Mayor**

Title:

Date: _____

Date:

Approved as to form only by:

Name: **Thaddeus Boggs**, Law Director

Date: _____

**COVENANT B OF THE JANUARY 27, 1972
EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER
OF THE GOVERNOR OF OHIO**

During the performance of this contract, the contractor agrees as follows:

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; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. 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 contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency, advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on Equal Employment Opportunity (EEO) and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
5. The contractor agrees he will fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this contract. Said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
6. Full cooperation as expressed in clause 5 above, shall include, but not be listed to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO and by the rules,

regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event this contract is terminated for a material breach of said Regulations, the contractor shall become liable for any and all damages as a result of said breach.

8. The contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

NOTICE: THE CONTRACTOR MUST COMPLY WITH THE
PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER
84-9, DATED FEBRUARY 15, 1984, WHICH REQUIRES
THE ESTABLISHMENT OF UNIFORM STATEWIDE GOALS
FOR THE UTILIZATION OF WOMEN ON STATE AND
STATE-ASSISTED CONSTRUCTION CONTRACTS.

FISCAL OFFICER'S STATEMENT OF AVAILABILITY

(Section 5705.41, R.C.)

I , hereby certify that I am the fiscal officer for the City of Canal Winchester, Ohio and that the amount of money to wit required to meet the cost of the attached Contract between the City of Canal Winchester, Ohio and , has been or will be, prior to the ordering of any materials, lawfully appropriated for the purpose of said Contract and the money so appropriated is on deposit or in process of collection to the credit of the appropriate fund free from any previous encumbrances. Moneys due in excess of the Contract Sum and any Contingency amount assigned thereto shall require an additional and separate Fiscal Officer's Statement of Availability which shall not be given unless the Contract adjustment is directly attributable to one of the express methods for increasing the Contract Sum under the Contract Documents; and, such process is completed in the manner required by the Contract Documents.

 , 20

By:

Title:

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

Section 1311.252, Ohio Revised Code

Notice is hereby given of the commencement of a public improvement as follows:

1. The public improvement is identified as:

Project Name: _____

Project Location: _____

2. The public authority and Owner responsible for the public improvement is:

City of Canal Winchester
45 E. Waterloo Street
Canal Winchester, Ohio 43110

3. The principal contractor and its surety on the public improvement are as follows:

Principal Contractor: _____

Surety: _____

4. The date the City of Canal Winchester first executed a contract with a principal contractor for this public improvement is:

Date

5. The name and address of the representative for the City of Canal Winchester upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Mayor
City of Canal Winchester
45 E. Waterloo Street
Canal Winchester, Ohio 43110

Sworn and subscribed before me this ____ day of _____, 20____.

Notary Public

NOTICE OF AWARD TO CONTRACTOR

To: _____

Date: _____

Project: McGill Park, Phase 2B

The Owner has considered the Bid submitted by you for the above-described work in response to the Legal Notice dated _____.

You are hereby notified that your bid has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Contract and furnish the required documents within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Contract within ten (10) days from the date of this notice, Owner may—at its discretion—exercise its rights with respect to your bid guaranty and be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, 20__.

By:

Title:

Mayor, City of Canal Winchester

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Contractor _____

This ____ day of _____, 20__

By _____

Title _____

NOTICE OF AWARD TO SURETY AND SURETY'S AGENT

Date

SENT BY REGULAR U.S. MAIL

Surety: _____

Surety's Agent: _____

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, _____, has been awarded a contract for the McGill Park, Ph.2B Project in the amount of \$ _____ by the City of Canal Winchester.

Thank you,

William Sims
Construction services Administrator

NOTICE TO PROCEED

To:

Date: _____

Project: _____

Owner: City of Canal Winchester
45 E. Waterloo Street
Canal Winchester, Ohio 43110

You are hereby notified to commence Work in accordance with the Agreement dated _____, and you are to complete the Work in the time required by Section 3.2 of the Owner/Contractor Agreement and other Contract Documents. Within ten (10) days from this Notice to Proceed date, you will begin physical, on-site improvements. You are required to return an acknowledged copy of this Notice to Proceed, to the Owner, indicating Acceptance of this Notice to Proceed.

By: _____

Title: Mayor

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this the day of _____, 2025.

By: _____

Title: _____

CHANGE ORDER

Order No: _____

Date: _____

Agreement Date: _____

Name of PROJECT: _____

OWNER: City of Canal Winchester, Ohio

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: _____

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous
CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)
(decreased) by : \$ _____

The CONTRACT PRICE amount INCLUDING this CHANGE ORDER: \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____
calendar days.

The date for completion of all WORK will be _____(Date)

CONTRACTOR AGREES THAT THIS CHANGE ORDER SHALL CONSTITUTE A FINAL SETTLEMENT OF ALL MATTERS RELATING TO THE CHANGE IN THE WORK THAT IS THE SUBJECT OF THIS CHANGE ORDER, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT, INDIRECT, AND CUMULATIVE COSTS ASSOCIATED WITH SUCH CHANGE AND ALL ADJUSTMENTS TO THE CONTRACT SUM AND THE DATE FOR SUBSTANTIAL COMPLETION.

Contractor's Signature: _____

Municipal Engineer: _____

Construction Services Manager: _____

Finance Director: _____

Mayor: _____

Note: After all signatures are completed, copy goes to Finance and Engineer.

PAYROLL INFORMATION

Date _____

I, _____ (Name of Signatory Party), _____ (Title), do hereby certify:

1. That I pay or supervise the payment of the persons employed by _____ (Contractor) on the _____ (Project).

2. That during the payroll period commencing on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____, all persons employed on said project have been paid in full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor) from the full weekly wages earned by such persons; and that no deductions have been made either directly or indirectly from the wages earned by such persons, other than permissible deductions which are described below:

3. That any payrolls otherwise under this Contract required for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the specifications as supplied by the Department of Industrial Relations or any wage determination incorporated into the Contract and that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Ohio Apprenticeship Council.

5. That:

(a) Where fringe benefits are paid to approved plans, funds, or programs, in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits listed in the Contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 5(c) below; and

(b) Where fringe benefits are paid in cash, each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, and amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Contract, except as noted in Section 5(c) below:

(c) Exceptions:

Exception (Craft)	Explanation

Remarks

Name and Title _____,

Signature

The willful falsification of any of the above statements may subject the Contractor or Subcontractor to fines as described in Section 4115.99 of the Ohio Revised Code.

FINAL PAYROLL AFFIDAVIT

I, _____ (Name of person signing affidavit), _____ (title),
of the _____, do hereby certify that the wages paid to all
employees for the full number of hours worked in connection with the Contract to the
Improvement, Repair and Construction of: _____ (Project) during
the following period from _____ to _____ is in accordance with the prevailing
wages prescribed by the Contract Documents. I further certify that no rebates or deductions for
any wages due any person have been directly or indirectly made other than those provided by
law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20__.

Notary Public

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervised the payment of employees, before the Owner will release the surety and/or make final payment due under the terms of the Contract.

McGILL PARK, PHASE 2B

CONTRACTOR'S PAYMENT APPLICATION CHECKLIST

THE CONTRACTOR MUST COMPLETE THIS CHECKLIST AND SUBMIT IT WITH ITS PAYMENT APPLICATION AND ALL REQUIRED DOCUMENTATION.

1. Contractor's Name: _____
2. Name, title, and telephone and fax numbers of Contractor's representative to contact regarding the Payment Application and required documentation:
Name: _____ Title: _____
Office Telephone No.: (____) _____ FAX No.: (____) _____
3. Payment Application Number and Date:
No. _____ Amount: _____ Date: _____, 20____
4. The following is a list of required documentation that must accompany its Payment Application. The Contractor certifies that it has submitted the documentation listed below with its Payment Application. If the Contractor cannot do so, the Contractor should explain why in Paragraph 5. Such explanations shall not excuse the Contractor from the requirements for submitting this documentation.
 - ____ .1 Three (3) copies of a properly completed and executed Application for Payment with a properly completed and executed Schedule of Values attached to each;
 - ____ .2 Properly Completed Contractor's Affidavit with List of Subcontractors and Suppliers and Any Amounts Withheld;
 - ____ .3 Contractor's Waiver and Release Agreement (beginning with the second Application for Payment);
 - ____ .4 For each of its Subcontractors and Suppliers, a Subcontractor's - Supplier's Waiver and Release Agreement (beginning with the second Application for Payment);
 - ____ .5 Schedule of all materials and equipment stored on-site;
 - ____ .6 For materials and equipment stored off-site:
 - ____ A list of the materials and equipment consigned and stored off-site in connection with the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why the materials and equipment cannot be delivered to the site;
 - ____ Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose;
 - ____ A letter from the Contractor's surety bonding company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of its responsibility to complete the facility;

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

5. Reason why required documentation is not submitted:

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

Signature

Printed Name

Date

DESIGN PROFESSIONAL'S REVIEW

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

Signature

Printed Name

Date

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

PROJECT: [insert name and
address]

CONTRACTOR: [insert name and
address]

STATE OF _____:
: SS,
COUNTY OF _____:

The undersigned after first being sworn swears that a) all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment, b) the Contractor has submitted Subcontractor(s) - Supplier(s) Waiver and Release Agreements for each of its Subcontractors and Suppliers using the form set forth in the Project Manual or as requested by the Design Professional, c) set forth below is a complete list of its Subcontractors and Suppliers, and d) set forth below is a complete description of all amounts withheld from any Subcontractor or Supplier and the reason why. Attach additional sheets if necessary. Contractor certifies that it has self-performed work amounting to not less than 50% of the total contract sum.

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

WITHHOLDINGS FROM SUBCONTRACTORS AND/OR SUPPLIERS:

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

CONTRACTOR: [insert name]

BY: _____
(Signature of authorized representative)

NOTARY PUBLIC

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

Signature of Notary Public

Notary Public: _____

My Commission Expires: _____

CONTRACTOR'S WAIVER & RELEASE AGREEMENT

("AGREEMENT")

Project: _____

The undersigned hereby acknowledges receipt of payment from the Owner for all Work on the Project through the date of its prior Application for Payment. The undersigned acknowledges and agrees that the terms in this Agreement shall have the same meaning as in the Contract Documents for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of its last Application for Payment to any and all Claims and liens related to the Project, including without limitation: Claims of payment, mechanic's liens, liens against funds, surety bond Claims, and Claims for breach of contract or unjust enrichment. The sole exception to this waiver and release is for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned acknowledges and agrees that this waiver and release is intended to be a comprehensive release of all Claims and liens related to the Project, including without limitation all Claims against the Owner, the Design Professional, any Construction Manager, and the employees, board members, agents and representatives of any of the foregoing persons. The undersigned further certifies that this Agreement covers Claims and liens by all persons with which it did business related to the Project, including without limitation subcontractors and suppliers, through the date of its last Application for Payment. The undersigned represents that all such persons have signed an agreement in the form of this Agreement releasing any and all Claims and liens related to the Project, except for any Claims made by properly and timely submitting a Statement of Claim form, a copy of which has been delivered to the Design Professional and the Owner. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Agreement is for the benefit of, and may be relied upon by the Owner, Design Professional and any Construction Manager. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work or improvement, and real property from any and all Claims, or liens that are or should have been released in accordance with this Agreement.

Company Name

State of: _____ County of _____

Authorized Signature (Company Officer)

Subscribed and sworn to before me this _____
day of _____, 20____.

Title

Notary Public: _____

Date

My Commission Expires: _____

SUBCONTRACTOR'S - SUPPLIER'S WAIVER & RELEASE AGREEMENT
("AGREEMENT")

Project: _____

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the Prime Contractor ("Prime Contractor") with which it has a contract. The undersigned acknowledges and agrees that the terms in this Agreement shall have the same meaning as in the Contract Documents for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of the Prime Contractor's last Application for Payment and to any and all Claims and liens related to the Project, including without limitation: Claims of payment, mechanic's liens, liens against funds, surety bond Claims, and Claims for breach of contract or unjust enrichment. The sole exception to this waiver and release is for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form, a copy of which the undersigned represents has been delivered to the Owner and the Design Professional. The undersigned acknowledges and agrees that this waiver and release is intended to be a comprehensive release of all Claims and liens related to the Project, including without limitation all Claims against the Prime Contractor, the Prime Contractor's surety, the Owner, the Design Professional, any Construction Manager, and the employees, board members, agents and representatives of any of the foregoing persons. The undersigned further certifies that this Agreement covers Claims and liens by all persons with which it did business related to the Project, including without limitation sub-subcontractors and suppliers, through the date of the Prime Contractor's last Application for Payment. The undersigned represents that all such persons have signed an agreement in the form of this Agreement releasing any and all Claims and liens related to the Project, except for any Claims made by properly and timely submitting a Statement of Claim form, a copy of which has been delivered to the Design Professional and the Owner. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

The undersigned agrees that upon receipt of the payment from the Prime Contractor with respect to the Prime Contractor's current Application for Payment, it shall, upon request of the Prime Contractor, Owner, Design Professional, or any Construction Manager, execute a waiver and release agreement in the form of this Agreement, except that such Agreement shall be current through the date of the Prime Contractor's current Payment Application. The undersigned further agrees that, upon receipt of such payment, it shall execute any other documents requested to cause the prejudicial release of any and all Claims and liens through the date of the Prime Contractor's current Payment Application.

This Agreement is for the benefit of, and may be relied upon by, the Prime Contractor, the Prime Contractor's surety, the Owner, the Design Professional and any Construction Manager. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing: the Project, its Work, and real property from any and all Claims and/or liens that are or should have been released in accordance with this Agreement and from any liability, cost, or expense incurred as a result of any breach of this Agreement by the undersigned.

Company Name

State of: _____ County of _____

Subscribed and sworn to before me this _____

Authorized Signature (Company Officer)

day of _____, 20____.

President

Title

Notary Public: _____

My Commission Expires: _____

Date

STATEMENT OF CLAIM FORM

Claim No. ____ for Contractor

1. Name of Contractor: _____

2. Date written claim given: _____.

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

Name: _____ Title: _____

Telephone No. _____ (office) FAX No. _____

E-mail: _____

4. General description of claim:

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

6. Delay claims:

6.1 Date delay commenced: _____

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

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

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

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

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

9. Truth of Claim. By submitting this claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this State of Claim is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not

knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

CONTRACTOR: _____
By: _____
Name and Title: _____
Date: _____

CONTRACTOR'S ACKNOWLEDGMENT

State of _____,
County of _____, ss:

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

Sworn to before me a notary public by _____ on _____, 20__.

Notary Public

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND DESIGN PROFESSIONAL.

STATEMENT OF CLAIM FORM INSTRUCTIONS

1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Design Professional that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Design Professional that the Contractor will be making a Claim and most often is incomplete.
2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.
3. Paragraph 4. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.
4. Paragraph 5. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.
5. Paragraph 6. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.

For example, if the Contractor claims a slow response time on submittals caused a delay, the Contractor must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Contractor claims it was delayed by another Contractor, the Contractor must identify the delaying Contractor, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Contractor seeks an extension of time for unusually severe weather, the Contractor must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.

6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.

7. Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.
8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

END OF INSTRUCTIONS

**DESIGN PROFESSIONAL'S
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project: [insert name and
address]

Contract For:

Owner: [insert name and
address]

CONTRACTOR: [insert name and
address]

The Design Professional hereby certifies that the Date for Substantial Completion of the Contractor's Work as set forth in the Owner-Contractor Agreement is:

(Insert Date for Substantial Completion of the Work)

The Design Professional hereby certifies that the Date for Substantial Completion in the Contractor's Agreement with the Owner (the "Agreement"), as extended by Change Orders and Claims submitted by the Contractor that have been Finally Resolved, as defined below, is:

1. Date for Substantial Completion in the Agreement
(above): _____
2. Additional days added to Date for Substantial Completion
by Change Order: _____
3. Additional days added by Claims that have been
Finally Resolved: _____
4. Date for Substantial Completion in the Contract
Adjusted by days under No. 2 and No. 3 _____

"Finally Resolved" means that the Design Professional has made a decision (or declined to make a decision) on the Claim under the General Conditions and that any litigation regarding the Claim has been concluded.

The Design Professional certifies that the Contractor's Work to the best of the Design Professional's knowledge, information, and belief was Substantially Complete, as Substantial Completion is defined in the Contract Documents, on _____.

The Design Professional hereby certifies that the difference between (a) the Date for Substantial Completion adjusted by the days under No. 2 and No. 3 above and (b) the date the Contractor's Work was Substantially Complete is _____ days.

NOTICES OF DELAY. The Design Professional hereby certifies that all “NOTICES OF DELAY” submitted by the Contractor and described in the General Conditions are attached to this Certificate. This certification is solely for the purpose of identifying all “NOTICES OF DELAY” submitted by the Contractor and is not intended to imply that any of these NOTICES OF DELAY were properly submitted in accordance with Contract Documents or are valid.

STATEMENT OF CLAIM FORMS. The Design Professional hereby certifies that all Statement of Claim Forms described in the General Conditions and submitted by the Contractor are attached to this Certificate. This certification is solely for the purpose of identifying all Statement of Claim Forms submitted by the Contractor and is not intended to imply that any of these Statement of Claim Forms were properly submitted in accordance with Contract Documents or are valid.

PUNCHLIST ITEMS. A list of items to be completed by the Contractor is attached to this Certificate. The failure to include items on this list does not change the responsibility of the Contractor to complete its Work in accordance with the Contract Documents. The Contractor shall complete all items on the Punchlist in accordance with the Contract Documents.

Security, maintenance, utilities, damage to the Work and insurance are the responsibility of the Owner and the Contractor based on their operations pursuant to final completion of the Work.

Copies of this Certificate were provided to the Contractor and the Owner on _____

Design Professional: _____

Signature: _____

Date: _____

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. This document has been modified from the original.

MODIFIED
STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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

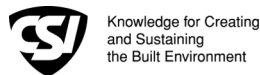
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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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

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

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

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

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

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

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

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

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

9. *Change Order*--A document recommended by Engineer, which is signed by Contractor, and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

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

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

12. *Contract Documents*--The Contract Documents are the Contract Documents identified in the Owner-Contractor Agreement ("Agreement").

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

15A. *Coordinating Contractor*-- The Coordinating Contractor shall be the Contractor so designated in the Owner Contractor Agreement. If the Owner does not designate a contractor as such, then the Coordinating Contractor shall be the General Trades Contractor or, if there is only one contractor, the Contractor. The Coordinating Contractor shall be responsible for coordinating the work of all contractors on the Project.

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 that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the Owner.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer or Owner 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.

25B. *Lump Sum Work*—the discrete areas of Work for which the contractor bid as a fixed Lump Sum price.

25A. *Modification*. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written field order for a minor change in the Work issued by the Owner.

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

27. *Notice of Award*--A written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--The Progress Schedule, sometimes called the Construction Schedule, is the document prepared by the Coordinating Contractor. The Coordinating Contractor is defined in the Agreement.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

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

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

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

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment. If the Owner or Engineer prepares a Bid Schedule breaking the Work down into estimated quantities (pay items) for the purpose of bidding the Work, the Schedule of Values shall be the Bid Schedule. If there is any part of the Work that is not identified in the Bid Schedule, such part shall be deemed incidental to Work identified in the Bid Schedule.

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

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 the Owner, 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 that amends or supplements these General Conditions. If additional supplements are included in the Contract Documents, they may be in the form of Supplementary or Special Conditions.

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

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

50. *Unit Price Work*--Work to be paid for based on 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 that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds, insurance certificates, insurance endorsements, and other documents as Contractor may be required to furnish under the Contract Documents.

B. Evidence of Insurance: Before any Work at the Site is started, Contractor shall deliver to the Owner with copies to each additional insured identified in the Modified General Conditions Owner-approved copies of certificates of insurance, copies of endorsements, and other evidence of insurance which either of them or any additional insured may reasonably request, which Contractor is required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to five printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

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

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 Owner for timely review:

1. Intentionally blank
2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The total of the schedule of values prepared for the Work, as required by the General Conditions, shall not exceed the Bid submitted for the Work, unless such amount is adjusted as provided in the Contract Documents.

2.06 Preconstruction Conference

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

2.07 Initial Acceptance of Schedules

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

1. [RESERVED]

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

3. Contractor's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work. Once approved by the Owner, the Contractor will not change the allocation of the Contract Price to the component parts of the Work without the Owner's written approval. The Owner thereafter may from time to time require the Contractor to adjust such schedule if the Owner determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the schedule of values as required by the Owner within ten (10) days.

4. The Construction/Progress Schedule shall be prepared as provided in Paragraph 6.4.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

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

3.02 Reference Standards

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

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

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

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

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

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

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

4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 6.16.A.).

B. Resolving Discrepancies

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

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

2. Within the Contract Documents, requirements of the Agreement shall take precedence over the Modified General Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.

3. Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over general instructions or specifications.

3.04 Amending and Supplementing Contract Documents

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

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

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

3.05 Reuse of Documents

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

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adoption by Engineer.

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

3.06 Electronic Data

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

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

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

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

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, because 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 request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Agreement identifies:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

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

3. it is possible that there may be other reports and/or tests of subsurface conditions at or contiguous to the Site. The Owner makes no representation about such reports and/or tests, assuming they exist.

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

4.03 Differing Subsurface or Physical Conditions

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor, as a condition precedent to any increase in the Contract Price and/or an extension of the Contract Times shall, within 48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as previously mentioned) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

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

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

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

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- b. protecting all Underground Facilities in a manner at least as cautious and protective of safety and of underground facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.30,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction, which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel. Contractor is referred to the General Requirements for additional requirements for laying out the work.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made in the Agreement for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary

Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site that 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.

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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 a Contract Bond in the amount of the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. Such bond shall be in the form that meets the requirements of the Ohio Revised Code. If the Contractor submitted a combined Bid Guaranty and Contract Bond with its bid for the Work, that form of Bond shall satisfy the Contractor's requirement to provide a Contract Bond. Contractor shall also furnish any other bonds as are required by the Contract Documents.

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

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

D. *Material Default or Termination.* If the Owner notifies the Contractor's surety that the Contractor is in material default, the surety will complete its investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to inspect and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer's making such records available as provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written report or documents.

If the Owner terminates the Contract and the surety proposes to takeover the Work, the surety shall do so no later than the later of the expiration of the 21-day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents. If the Contractor is terminated for cause, the replacement contractor shall not be the Contractor or its employees, unless the Owner agrees in writing. In the event the Surety takes over the Project, the surety's obligation shall not be limited to the penal sum of the Bond.

If the surety does not propose an acceptable contractor as required by this Paragraph 5.01.D, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor's scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents.

This Paragraph 5.01.D is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations.

In the event of the Contractor's termination and if the surety does not takeover the Work as provided in this Paragraph 5.01.D., the Owner may take possession of and use all materials, facilities and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Modified General Conditions.

5.03 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Modified General Conditions, certificates of insurance, copies of endorsements, and other evidence of insurance requested by Owner or any other additional insured, which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in these Modified General Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Liability Insurance

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

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage that 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.

7. claims for water damage or flooding.

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 Owner and Engineer, and any other individuals or entities identified in these Modified General Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in Paragraph 5.04B.2.a or required by Laws or Regulations, whichever is greater;

a. The minimum limits of liability for the required insurance policies listed in Paragraph 5.04.A shall not be less than the following unless a greater amount is required by law:

- (1) Commercial General Liability ("CGL"): Bodily injury (including death and personal injury) and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. CGL shall include (i) Premises-Operations, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Independent Contractors' Protective, (v) Broad Form Property Damage, including Completed Operations, (vi) Contractual Liability, (vii) Products and Completed Operations, (viii) Personal/Advertising Injury with Employment Exclusion deleted, (ix) Stopgap liability endorsement for \$1,000,000 limit, and (x) per project aggregate endorsement.
- (2) Automobile Liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and personal injury) and property damage with a combined single limit of \$1,000,000 per person and \$1,000,000 each accident.
- (3) Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$1,000,000 for each occurrence and \$1,000,000 aggregate for contracts with a Contract Price of \$250,000 or less; \$2,000,000 each occurrence and \$2,000,000 aggregate for contracts with a Contract Price greater than \$250,000 but less than or equal to \$500,000; \$3,000,000 each occurrence and \$3,000,000 aggregate for contracts with a Contract Price greater than \$500,000 but less than or equal to \$1,000,000; and \$5,000,000 each occurrence and \$5,000,000 aggregate for contracts with a Contract Price greater than \$1,000,000.

The following provisions shall also apply to the insurance provided by the Contractor:

- (a) Contractor's insurance shall be primary and non-contributory.
 - (b) Insurance policies shall be written on an occurrence basis only.
 - (c) The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.
 - (d) Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.
 - (e) The additional insured endorsement shall be ISO 20 10 11 85 or its equivalent so that Completed Operations liability extends to the additional insureds after the completion of the Project.
3. include products and completed operations insurance;

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

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed with respect to coverage for the Project or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in these Modified General Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

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

7. with respect to products and completed operations insurance, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in these Modified General Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims that may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of full replacement cost thereof. Insurance shall be completed value form.

(1) This insurance shall:

(a) include the interests of Owner, Contractor, Subcontractors, Engineer, and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured (Insurance certificates shall specifically indicate by name the additional insureds which are to include Owner and Engineer as well as other individuals or entities so identified.);

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

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

(d) cover the total value of materials and equipment supplied under the Contract from the time Contractor takes possession of them until they are installed and tested by Contractor and the project is accepted as complete by Owner under an endorsement to this policy or in the form of Installation Floater Insurance of the "all risk" type;

(e) allow for partial utilization of the Work by Owner;

(f) include testing and startup; and

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

(2) Contractor shall be responsible for any deductible or self-insured retention.

(3) The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph 5.06.A and shall comply with the requirements of Paragraph 5.06.C of these General Conditions.

B. 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.

C. Contractor shall pay all deductible provisions applicable to claims related to the Project made under and paid by insurance. If more than one Contractor is responsible for the incident giving rise to the insurance coverage, the Contractors shall be responsible on a pro rata basis, according to their responsibility for the occurrence or accident giving rise to the claim, for payment of the deductible. The maximum deductible shall be \$5,000. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in these Modified General Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in these Modified General Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

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

5.08 Receipt and Application of Insurance Proceeds

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

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

5.11 Contractor Railroad Protective Liability Insurance

A. On behalf of the Indiana & Ohio Rail System, Contractor shall provide a Railroad Protective Liability policy of insurance providing a combined single limit for damages arising out of bodily injuries to or death of one or more persons and out of injury or destruction of property including such property in the care, custody and control of the Railroad Company in the amount of \$2,000,000.00 per occurrence

and subject to that limit per occurrence, and aggregate limit in the amount of \$6,000,000.00 for each annual period.

B. The Railroad Protective Policy of insurance shall conform to the Railroad Liability requirements prescribed by the Federal Highway Administration in Federal Highway Policy Guide 23 CFR 646A as amended.

C. The Railroad Protective Policy of insurance shall be with an acceptable insurance company authorized to do business in the State of Ohio, and shall be obtained before the execution of the Agreement by Owner and kept in effect until all work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the Engineer issuing a Certificate of Final Completion.

D. Contractor shall provide a copy of the Railroad Protective Policy of insurance to Owner within seven (7) calendar days after the award of the contract or such other time designated by the Engineer.

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 that 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, lay out the Work, and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, Shut Down Dates as defined in the Agreement, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work which shall all be included in Contractor's original bid and no additional payments shall be made for the provision of any of the foregoing items and services.

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—at Contractor's expense—satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. Contractor warrants that all materials and equipment are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship, or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with the Contract Documents.

1. The Contractor, promptly after being awarded the Contract and within five (5) days of the date of any request from the Coordinating Contractor, Design Professional or the Owner to submit scheduling information, shall submit proposed scheduling information for its Work to the Coordinating Contractor, Design Professional and to the Owner in such form and in such detail as requested by the Coordinating Contractor. The Coordinating Contractor shall prepare the Progress Schedule within ten (10) days of the date of the Notice to Proceed. The Progress Schedule shall include and be consistent with any applicable Milestone Dates in the Construction Documents. The Coordinating Contractor shall prepare all Progress Schedules in CPM format unless provided otherwise in the Contract Document or otherwise agreed in writing by the Owner. The Progress Schedule is for coordinating the timing, phasing, and sequence of the Work of the Contractors and shall not change or modify the Date for Substantial Completion. **The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the date in the Proposed Schedule.**

.1 The Coordinating Contractor shall update the Progress Schedule each month. In preparing and updating the Progress Schedule, the Coordinating Contractor shall take into consideration but not be bound by the scheduling and other information submitted by the Contractors.

.2 The Progress Schedule shall be manpower loaded and shall include a schedule of the submission of Shop Drawings, Product Data, and Samples.

.3 The Contractor shall, on a weekly basis, prepare and submit to the Coordinating Contractor a written report describing the activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a look-ahead projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation the Contractor's workforce crew size and total resource hours associated with such Work and any other information requested by the Coordinating Contractor or the Architect.

.4 The float in the Progress Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Contract Date for Substantial Completion.

2. The Contractor's obligation to furnish requested scheduling information is a material term of its Contract. If the Contractor fails to furnish requested scheduling information in writing within five (5) days of a request for such information from the Coordinating Contractor, Design Professional or Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to furnish the requested information.

B. THE PERIODS OF TIME IN THE PROJECT CONSTRUCTION SCHEDULE ARE OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CURRENT PROJECT CONSTRUCTION SCHEDULE.

1. **Notice of Delays.** As a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and the Engineer verbal notice of any delay affecting its Work within two (2) business days of the commencement of the delay. In addition and as a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and Engineer written notice of the delay within ten (10) business days of the commencement of the delay with specific recommendations about how to minimize the effect of the delay. The written notice of the delay shall conspicuously state that it is a "**NOTICE OF DELAY.**" A notice of a delay shall not constitute the submission of a Claim. Contract Times shall only be changed as provided in the Agreement. The Contractor acknowledges and agrees that these notice provisions are material terms of the Contract Documents and give the Owner the opportunity to take action to minimize the cost and/or effect of delays.

6.05 Substitutes and “Or-Equals”

A. Substitutions prior to the receipt of bids shall be governed by the Instruction to Bidders. Substitutions after the entry into the Agreement shall be governed by these Modified General Conditions. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,
- 3) it has a proven record of performance and availability of responsive service; and

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

- 1) there will be no increase in cost to the Owner or increase in Contract Times, and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

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

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

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

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

1) shall certify that the proposed substitute item will:

- a) perform adequately the functions and achieve the results called for by the general design,
- b) be similar in substance to that specified, and
- c) be suited to the same use as that specified;

2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
- b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

- a) all variations of the proposed substitute item from that specified, and
- b) available engineering, sales, maintenance, repair, and replacement services;

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

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

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

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

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor—in the sole discretion of the Engineer—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. In the instance where the Engineer is the City of Canal Winchester City Engineer, the foregoing work shall be charged at a rate of \$75.00 per hour for any City of Canal Winchester employee performing the tasks contemplated in this paragraph.

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

any of the Work against whom Contractor has reasonable objection. If Owner or Engineer after due investigations has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, either may request Contractor submit an acceptable substitute without an increase in Contract Price, and the Contractor shall do so within ten (10) days.

B. If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for review or acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Contract Documents, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No review or acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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

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

6.07 Patent Fees and Royalties

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

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

6.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental—and other agencies or entities as may be required by the nature of the Work—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 that are applicable during the performance of the Work.

B. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. The

Owner will provide the Contractor with a Construction Tax Exempt Certificate upon request, made to the Owner.

C. Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.

D. In addition to any other taxes required to be withheld by the Contractor, the Contractor shall withhold any income taxes due to the Owner for wages, salaries and commissions paid to its employees for work done under this Agreement and further agrees that any of its subcontractors shall, by the terms of its subcontract, be required to withhold any such income taxes due for work performed under this Agreement.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

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

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

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder caused or alleged to have been caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

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

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

6.12 Record Documents

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

6.13 Safety and Protection

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

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

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

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

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

6.14 Safety Representative

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

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

6.15 Hazard Communication Programs

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

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a

result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

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

1. Shop Drawings

a. Submit number of copies specified in the Contract Documents.

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.

3. Each submittal shall include the reference number of the item of work the submittal is related to.

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, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents. The Contractor's obligations under this Paragraph 6.20.A are joint and several.

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

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 Owner 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 Owner and Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

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

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

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

8.02 Replacement of Engineer

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

8.03 Furnish Data

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

8.04 Pay When Due

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

8.05 Lands and Easements; Reports and Tests

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

8.06 Insurance

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

8.07 Change Orders

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

8.08 Inspections, Tests, and Approvals

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

8.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents. Contractor agrees that, without assuming any liability, Owner may bring to the Contractor's attention any hazardous or unsafe practice that the Owner may notice and Contractor shall immediately rectify the unsafe condition at its own expense.

8.10 Undisclosed Hazardous Environmental Condition

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

8.11 Evidence of Financial Arrangements

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

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

9.02 Visits to Site

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

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

9.03 Project Representative

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

9.04 Authorized Variations in Work

A. Engineer and Owner may authorize minor variations in the Work from the requirements of the Contract Documents that 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 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 that 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 believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

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

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

9.09 Limitations on Engineer's Authority and Responsibilities

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

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

Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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

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

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

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

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

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

10.02 Unauthorized Changes in the Work

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

10.03 Execution of Change Orders

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

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

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

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

10.04 Notification to Surety

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

10.05 Claims

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

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

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

The Contractor acknowledges and agrees that the Owner and/or parties in privity of contract with the Owner may delay, interfere with and/or disrupt the Contractor's Work, and such actions shall not constitute a breach of contract by the Owner, since the Contractor is entitled to additional compensation by properly pursuing a Claim as permitted by these Modified General Conditions. Pending the final resolution of a Claim, the Contractor shall continue performance of the Work.

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

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

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

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

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

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

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

requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment

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

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

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned based on 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, 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 based on Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.02 Allowances

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

B. Cash Allowances

1. Contractor agrees that:

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

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

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. Contractor shall not be paid for any Unit Price Work that represents an actual quantity greater than 10% of the estimated quantity, without a Change Order. The Contractor shall maintain such records as the Engineer may require to track the quantities of Unit Price Work.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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

12.01 Change of Contract Price

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

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of force account per City of Columbus CMS 109.05.

12.02 Change of Contract Times

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

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

12.03 Delays

A.1 Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay, if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, weather_conditions as provided in Paragraph 12.03.A.2, or acts of God

A.2 **Weather Delays.** When the Contractor is prevented from completing any part of the Work on the critical path within the Contract Time due to weather conditions, if a Claim is made therefor as provided in Paragraph 12.02.A, the Contract Times will be extended by one (1) day for each work day lost due to weather that delays Work on the critical path in excess of those in the following table:

<u>Month</u>	<u>Number of Workdays Lost Due To Weather</u>
<u>January</u>	<u>8</u>
<u>February</u>	<u>8</u>
<u>March</u>	<u>7</u>
<u>April</u>	<u>6</u>
<u>May</u>	<u>5</u>
<u>June</u>	<u>4</u>
<u>July</u>	<u>4</u>
<u>August</u>	<u>4</u>
<u>September</u>	<u>5</u>
<u>October</u>	<u>6</u>

<u>November</u>	<u>6</u>
<u>December</u>	<u>6</u>

A workday will be lost due to weather only when weather conditions reduce production by more than 50 percent on Work on the critical path. Production shall be measured by hours worked. The Contractor shall have the burden of establishing that weather conditions reduced production by more than 50 per cent on Work on the critical path. The Contractor shall not string together or otherwise attempt to aggregate partial lost workdays to create full lost work days under this section 12.03 and no claim will be approved for such an attempt.

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 or other outside agencies or entities not under the control of Owner and not a party to this Contract, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C, it being understood and agreed that the Contractor has included in the Contract Price a contingency for the risk of such delays.

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

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed 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 Owner 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). Owner shall be entitled to an appropriate decrease in the Contract Price and Contractor shall not be entitled to any contract extension or additional payment resulting from such defective work. If the parties are unable to agree as to the amount due to the Owner, Owner may make a Claim therefor as provided in Paragraph 10.05.

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

13.05 Owner May Stop the Work

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

13.06 Correction or Removal of Defective Work

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

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

13.07 Correction Period

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

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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

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

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

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

13.08 Acceptance of Defective Work

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

13.09 Owner May Correct Defective Work

A. If Contractor fails within two (2) business days of a written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work or to remove and replace, or take reasonable steps to remove and replace, rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph 13.09.

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

C. Intentionally Blank

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

14.02 Progress Payments

A. Applications for Payments

1. At least by the 25th day of the month (but not more often than once a month), Contractor shall submit to Owner for review a draft (pencil copy) application for payment. The Owner will within three days return comments and corrections to the Contractor. The Contractor shall within three days, submit a formal Application for Payment (including a Schedule of Values described in Paragraph 2.05.A of the Modified General Conditions) filled out and signed by Contractor covering the Work completed as of the date of the Application, and accompanied by a properly completed Contractor's Payment Application Checklist, all the documentation required to be submitted with such Checklist, and any other supporting documentation required by the Contract Documents or by the Engineer. The Application for Payment will be in the form and submitted with the number of copies of it and all related documents as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include a) a Waiver and Release Agreement for itself and a Subcontractors - Suppliers Waiver and Release Agreement for each of its subcontractors, and b) a Contractor's Affidavit with List of Subcontractors and Suppliers with Amounts Withheld.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. The Owner and the Contractor agree that there shall be no escrow account required in connection with the Project; nor, shall retainage earn interest.

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 reporting by the Owner's Resident Project Representative 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, in whole or in part, any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09;

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A; or

e. the Contractor is in default of any other Agreement it has with the Owner.

C. Payment Becomes Due

1. Fifteen (15) days after presentation of the Application for Payment, the Payment Application Checklist, and all required documentation to Owner with Engineer's recommendation and the approval

of any agencies and/or lenders, the amount recommended and approved will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

2. If the OWNER fails to make approved payment within 30 days, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate, not to exceed 5.0%, commencing on the first day after said payment is due and continuing until the payment is received by the 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 Owner issue a certificate of Substantial Completion.

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

C. If Owner considers the Work substantially complete; Owner will within 14 days execute and deliver to Contractor a definitive certificate of Substantial Completion with a tentative list of items to be completed or corrected.

D. The certificate of Substantial Completion shall include 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.

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

F. *Time for Completion of Items on Tentative List and Remedies.* The time fixed for the completion of all items on the list accompanying the certificate of Substantial Completion shall not be greater than forty-five (45) calendar days. The Contractor shall complete all items on the list within such 45-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

14.05 Partial Utilization

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work that 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 inspect that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter, Owner, Contractor, and Engineer shall inspect that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

5. No use, 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, Owner will promptly make a final inspection with Engineer 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 Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

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

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. a Contractor's Waiver and Release Agreement for itself as of the date of the Final Application for Payment and Subcontractors – Suppliers Waiver and Release Agreements for each of its Subcontractors and Suppliers as of the date of the Final Application for Payment.

3. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Owner's Review of Application and Acceptance

1. If, on the basis of Owner's observation of the Work during construction and final inspection, and Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will, process the final application for payment. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to issue 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.

2. If the Owner fails to make approved payment within 30 days, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate, not to exceed 5.0%, commencing on the first day after said payment is due and continuing until the payment is received by the 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 failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer;

4. Contractor's violation in any substantial way of any provisions of the Contract Documents; or

5. Contractor is in material default of any other Agreement with the Owner.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) three business days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

Such termination shall be effective as of the date stated in the termination notice provided to Contractor.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within three days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

15.03 Owner May Terminate For Convenience

A. Upon three business days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Such termination shall be effective as of the date stated in the written notice. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work—as defined in the Contract Documents--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. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. Contractor shall require similar provisions contained in Paragraph 15.03 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from the Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 15.03 shall be the Contractor's sole remedy in the event of termination for convenience by Owner.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Settlement Methods and Procedures

1. In the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs, and expenses. If at any stage of the litigation, including any appeals, Contractor's claim is dismissed or found to be without merit, or if the damages awarded to Contractor on its claim do not exceed Owner's offer of settlement, Contractor shall be liable to Owner and shall reimburse Owner for all attorneys fees, costs and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor's claim.

2. Any dispute, claim or other matter not settled by negotiation or other means as mutually agreed upon by Owner, Contractor, and surety where applicable, shall be determined by the Court of Common Pleas for county in which the Owner's principal office is located, which shall have exclusive venue and jurisdiction over such matters and claims.

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 shall be governed by the law of the State of Ohio.

17.06 Headings

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

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. This document has been modified from the original.

MODIFIED
STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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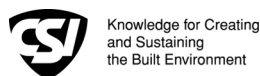
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

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

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

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

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

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

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

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

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

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

9. *Change Order*--A document recommended by Engineer, which is signed by Contractor, and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

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

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

12. *Contract Documents*--The Contract Documents are the Contract Documents identified in the Owner-Contractor Agreement ("Agreement").

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

15A. *Coordinating Contractor*-- The Coordinating Contractor shall be the Contractor so designated in the Owner Contractor Agreement. If the Owner does not designate a contractor as such, then the Coordinating Contractor shall be the General Trades Contractor or, if there is only one contractor, the Contractor. The Coordinating Contractor shall be responsible for coordinating the work of all contractors on the Project.

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 that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the Owner.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer or Owner 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.

25B. *Lump Sum Work*—the discrete areas of Work for which the contractor bid as a fixed Lump Sum price.

25A. *Modification*. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written field order for a minor change in the Work issued by the Owner.

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

27. *Notice of Award*--A written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--The Progress Schedule, sometimes called the Construction Schedule, is the document prepared by the Coordinating Contractor. The Coordinating Contractor is defined in the Agreement.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

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

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

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

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment. If the Owner or Engineer prepares a Bid Schedule breaking the Work down into estimated quantities (pay items) for the purpose of bidding the Work, the Schedule of Values shall be the Bid Schedule. If there is any part of the Work that is not identified in the Bid Schedule, such part shall be deemed incidental to Work identified in the Bid Schedule.

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

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 the Owner, 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 that amends or supplements these General Conditions. If additional supplements are included in the Contract Documents, they may be in the form of Supplementary or Special Conditions.

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

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

50. *Unit Price Work*--Work to be paid for based on 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 that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds, insurance certificates, insurance endorsements, and other documents as Contractor may be required to furnish under the Contract Documents.

B. Evidence of Insurance: Before any Work at the Site is started, Contractor shall deliver to the Owner with copies to each additional insured identified in the Modified General Conditions Owner-approved copies of certificates of insurance, copies of endorsements, and other evidence of insurance which either of them or any additional insured may reasonably request, which Contractor is required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to five printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

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

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 Owner for timely review:

1. Intentionally blank
2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The total of the schedule of values prepared for the Work, as required by the General Conditions, shall not exceed the Bid submitted for the Work, unless such amount is adjusted as provided in the Contract Documents.

2.06 Preconstruction Conference

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

2.07 Initial Acceptance of Schedules

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

1. [RESERVED]

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

3. Contractor's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work. Once approved by the Owner, the Contractor will not change the allocation of the Contract Price to the component parts of the Work without the Owner's written approval. The Owner thereafter may from time to time require the Contractor to adjust such schedule if the Owner determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the schedule of values as required by the Owner within ten (10) days.

4. The Construction/Progress Schedule shall be prepared as provided in Paragraph 6.4.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

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

3.02 Reference Standards

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

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

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

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

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

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

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

4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 6.16.A.).

B. Resolving Discrepancies

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

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

2. Within the Contract Documents, requirements of the Agreement shall take precedence over the Modified General Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.

3. Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over general instructions or specifications.

3.04 Amending and Supplementing Contract Documents

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

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

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

3.05 Reuse of Documents

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

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adoption by Engineer.

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

3.06 Electronic Data

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

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

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

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

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, because 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 request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Agreement identifies:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

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

3. it is possible that there may be other reports and/or tests of subsurface conditions at or contiguous to the Site. The Owner makes no representation about such reports and/or tests, assuming they exist.

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

4.03 Differing Subsurface or Physical Conditions

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor, as a condition precedent to any increase in the Contract Price and/or an extension of the Contract Times shall, within 48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as previously mentioned) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

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

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

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

a. Intentionally blank

b. protecting all Underground Facilities in a manner at least as cautious and protective of safety and of underground facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.30,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction, which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel. Contractor is referred to the General Requirements for additional requirements for laying out the work.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made in the Agreement for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary

Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site that 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. Intentionally Blank

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 a Contract Bond in the amount of the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. Such bond shall be in the form that meets the requirements of the Ohio Revised Code. If the Contractor submitted a combined Bid Guaranty and Contract Bond with its bid for the Work, that form of Bond shall satisfy the Contractor's requirement to provide a Contract Bond. Contractor shall also furnish any other bonds as are required by the Contract Documents.

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

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

D. *Material Default or Termination.* If the Owner notifies the Contractor's surety that the Contractor is in material default, the surety will complete its investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to inspect and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer's making such records available as provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written report or documents.

If the Owner terminates the Contract and the surety proposes to takeover the Work, the surety shall do so no later than the later of the expiration of the 21-day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents. If the Contractor is terminated for cause, the replacement contractor shall not be the Contractor or its employees, unless the Owner agrees in writing. In the event the Surety takes over the Project, the surety's obligation shall not be limited to the penal sum of the Bond.

If the surety does not propose an acceptable contractor as required by this Paragraph 5.01.D, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor's scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents.

This Paragraph 5.01.D is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations.

In the event of the Contractor's termination and if the surety does not takeover the Work as provided in this Paragraph 5.01.D., the Owner may take possession of and use all materials, facilities and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Modified General Conditions.

5.03 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Modified General Conditions, certificates of insurance, copies of endorsements, and other evidence of insurance requested by Owner or any other additional insured, which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in these Modified General Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Liability Insurance

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

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage that 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.

7. claims for water damage or flooding.

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 Owner and Engineer, and any other individuals or entities identified in these Modified General Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in Paragraph 5.04B.2.a or required by Laws or Regulations, whichever is greater;

a. The minimum limits of liability for the required insurance policies listed in Paragraph 5.04.A shall not be less than the following unless a greater amount is required by law:

- (1) Commercial General Liability ("CGL"): Bodily injury (including death and personal injury) and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. CGL shall include (i) Premises-Operations, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Independent Contractors' Protective, (v) Broad Form Property Damage, including Completed Operations, (vi) Contractual Liability, (vii) Products and Completed Operations, (viii) Personal/Advertising Injury with Employment Exclusion deleted, (ix) Stopgap liability endorsement for \$1,000,000 limit, and (x) per project aggregate endorsement.
- (2) Automobile Liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and personal injury) and property damage with a combined single limit of \$1,000,000 per person and \$1,000,000 each accident.
- (3) Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$1,000,000 for each occurrence and \$1,000,000 aggregate for contracts with a Contract Price of \$250,000 or less; \$2,000,000 each occurrence and \$2,000,000 aggregate for contracts with a Contract Price greater than \$250,000 but less than or equal to \$500,000; \$3,000,000 each occurrence and \$3,000,000 aggregate for contracts with a Contract Price greater than \$500,000 but less than or equal to \$1,000,000; and \$5,000,000 each occurrence and \$5,000,000 aggregate for contracts with a Contract Price greater than \$1,000,000.

The following provisions shall also apply to the insurance provided by the Contractor:

- (a) Contractor's insurance shall be primary and non-contributory.
 - (b) Insurance policies shall be written on an occurrence basis only.
 - (c) The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.
 - (d) Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.
 - (e) The additional insured endorsement shall be ISO 20 10 11 85 or its equivalent so that Completed Operations liability extends to the additional insureds after the completion of the Project.
3. include products and completed operations insurance;

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

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed with respect to coverage for the Project or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in these Modified General Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

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

7. with respect to products and completed operations insurance, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in these Modified General Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims that may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of full replacement cost thereof. Insurance shall be completed value form.

(1) This insurance shall:

(a) include the interests of Owner, Contractor, Subcontractors, Engineer, and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured (Insurance certificates shall specifically indicate by name the additional insureds which are to include Owner and Engineer as well as other individuals or entities so identified.);

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

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

(d) cover the total value of materials and equipment supplied under the Contract from the time Contractor takes possession of them until they are installed and tested by Contractor and the project is accepted as complete by Owner under an endorsement to this policy or in the form of Installation Floater Insurance of the "all risk" type;

(e) allow for partial utilization of the Work by Owner;

(f) include testing and startup; and

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

(2) Contractor shall be responsible for any deductible or self-insured retention.

(3) The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph 5.06.A and shall comply with the requirements of Paragraph 5.06.C of these General Conditions.

B. 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.

C. Contractor shall pay all deductible provisions applicable to claims related to the Project made under and paid by insurance. If more than one Contractor is responsible for the incident giving rise to the insurance coverage, the Contractors shall be responsible on a pro rata basis, according to their responsibility for the occurrence or accident giving rise to the claim, for payment of the deductible. The maximum deductible shall be \$5,000. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in these Modified General Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in these Modified General Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

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

5.08 Receipt and Application of Insurance Proceeds

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

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

5.11 Contractor Railroad Protective Liability Insurance

A. On behalf of the Indiana & Ohio Rail System, Contractor shall provide a Railroad Protective Liability policy of insurance providing a combined single limit for damages arising out of bodily injuries to or death of one or more persons and out of injury or destruction of property including such property in the care, custody and control of the Railroad Company in the amount of \$2,000,000.00 per occurrence

and subject to that limit per occurrence, and aggregate limit in the amount of \$6,000,000.00 for each annual period.

B. The Railroad Protective Policy of insurance shall conform to the Railroad Liability requirements prescribed by the Federal Highway Administration in Federal Highway Policy Guide 23 CFR 646A as amended.

C. The Railroad Protective Policy of insurance shall be with an acceptable insurance company authorized to do business in the State of Ohio, and shall be obtained before the execution of the Agreement by Owner and kept in effect until all work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the Engineer issuing a Certificate of Final Completion.

D. Contractor shall provide a copy of the Railroad Protective Policy of insurance to Owner within seven (7) calendar days after the award of the contract or such other time designated by the Engineer.

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 that 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, lay out the Work, and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, Shut Down Dates as defined in the Agreement, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work which shall all be included in Contractor's original bid and no additional payments shall be made for the provision of any of the foregoing items and services.

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—at Contractor's expense—satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. Contractor warrants that all materials and equipment are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship, or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with the Contract Documents.

1. The Contractor, promptly after being awarded the Contract and within five (5) days of the date of any request from the Coordinating Contractor, Design Professional or the Owner to submit scheduling information, shall submit proposed scheduling information for its Work to the Coordinating Contractor, Design Professional and to the Owner in such form and in such detail as requested by the Coordinating Contractor. The Coordinating Contractor shall prepare the Progress Schedule within ten (10) days of the date of the Notice to Proceed. The Progress Schedule shall include and be consistent with any applicable Milestone Dates in the Construction Documents. The Coordinating Contractor shall prepare all Progress Schedules in CPM format unless provided otherwise in the Contract Document or otherwise agreed in writing by the Owner. The Progress Schedule is for coordinating the timing, phasing, and sequence of the Work of the Contractors and shall not change or modify the Date for Substantial Completion. **The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the date in the Proposed Schedule.**

.1 The Coordinating Contractor shall update the Progress Schedule each month. In preparing and updating the Progress Schedule, the Coordinating Contractor shall take into consideration but not be bound by the scheduling and other information submitted by the Contractors.

.2 The Progress Schedule shall be manpower loaded and shall include a schedule of the submission of Shop Drawings, Product Data, and Samples.

.3 The Contractor shall, on a weekly basis, prepare and submit to the Coordinating Contractor a written report describing the activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a look-ahead projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation the Contractor's workforce crew size and total resource hours associated with such Work and any other information requested by the Coordinating Contractor or the Architect.

.4 The float in the Progress Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Contract Date for Substantial Completion.

2. The Contractor's obligation to furnish requested scheduling information is a material term of its Contract. If the Contractor fails to furnish requested scheduling information in writing within five (5) days of a request for such information from the Coordinating Contractor, Design Professional or Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to furnish the requested information.

B. THE PERIODS OF TIME IN THE PROJECT CONSTRUCTION SCHEDULE ARE OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CURRENT PROJECT CONSTRUCTION SCHEDULE.

1. **Notice of Delays.** As a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and the Engineer verbal notice of any delay affecting its Work within two (2) business days of the commencement of the delay. In addition and as a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and Engineer written notice of the delay within ten (10) business days of the commencement of the delay with specific recommendations about how to minimize the effect of the delay. The written notice of the delay shall conspicuously state that it is a "**NOTICE OF DELAY.**" A notice of a delay shall not constitute the submission of a Claim. Contract Times shall only be changed as provided in the Agreement. The Contractor acknowledges and agrees that these notice provisions are material terms of the Contract Documents and give the Owner the opportunity to take action to minimize the cost and/or effect of delays.

6.05 Substitutes and “Or-Equals”

A. Substitutions prior to the receipt of bids shall be governed by the Instruction to Bidders. Substitutions after the entry into the Agreement shall be governed by these Modified General Conditions. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,
- 3) it has a proven record of performance and availability of responsive service; and

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

- 1) there will be no increase in cost to the Owner or increase in Contract Times, and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

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

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

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

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

1) shall certify that the proposed substitute item will:

- a) perform adequately the functions and achieve the results called for by the general design,
- b) be similar in substance to that specified, and
- c) be suited to the same use as that specified;

2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
- b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

- a) all variations of the proposed substitute item from that specified, and
- b) available engineering, sales, maintenance, repair, and replacement services;

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

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

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

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

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor—in the sole discretion of the Engineer—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. In the instance where the Engineer is the City of Canal Winchester City Engineer, the foregoing work shall be charged at a rate of \$75.00 per hour for any City of Canal Winchester employee performing the tasks contemplated in this paragraph.

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

any of the Work against whom Contractor has reasonable objection. If Owner or Engineer after due investigations has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, either may request Contractor submit an acceptable substitute without an increase in Contract Price, and the Contractor shall do so within ten (10) days.

B. If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for review or acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Contract Documents, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No review or acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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

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

6.07 Patent Fees and Royalties

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

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

6.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental—and other agencies or entities as may be required by the nature of the Work—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 that are applicable during the performance of the Work.

B. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. The

Owner will provide the Contractor with a Construction Tax Exempt Certificate upon request, made to the Owner.

C. Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.

D. In addition to any other taxes required to be withheld by the Contractor, the Contractor shall withhold any income taxes due to the Owner for wages, salaries and commissions paid to its employees for work done under this Agreement and further agrees that any of its subcontractors shall, by the terms of its subcontract, be required to withhold any such income taxes due for work performed under this Agreement.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

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

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

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder caused or alleged to have been caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

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

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

6.12 Record Documents

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

6.13 Safety and Protection

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

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

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

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

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

6.14 Safety Representative

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

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

6.15 Hazard Communication Programs

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

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a

result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

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

1. Shop Drawings

a. Submit number of copies specified in the Contract Documents.

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.

3. Each submittal shall include the reference number of the item of work the submittal is related to.

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, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents. The Contractor's obligations under this Paragraph 6.20.A are joint and several.

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

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 Owner 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 Owner and Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

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

7.03 Legal Relationships

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

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

8.02 Replacement of Engineer

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

8.03 Furnish Data

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

8.04 Pay When Due

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

8.05 Lands and Easements; Reports and Tests

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

8.06 Insurance

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

8.07 Change Orders

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

8.08 Inspections, Tests, and Approvals

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

8.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents. Contractor agrees that, without assuming any liability, Owner may bring to the Contractor's attention any hazardous or unsafe practice that the Owner may notice and Contractor shall immediately rectify the unsafe condition at its own expense.

8.10 Undisclosed Hazardous Environmental Condition

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

8.11 Evidence of Financial Arrangements

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

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

9.02 Visits to Site

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

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

9.03 Project Representative

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

9.04 Authorized Variations in Work

A. Engineer and Owner may authorize minor variations in the Work from the requirements of the Contract Documents that 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 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 that 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 believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

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

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

9.09 Limitations on Engineer's Authority and Responsibilities

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

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

Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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

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

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

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

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

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

10.02 Unauthorized Changes in the Work

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

10.03 Execution of Change Orders

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

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

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

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

10.04 Notification to Surety

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

10.05 Claims

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

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

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

The Contractor acknowledges and agrees that the Owner and/or parties in privity of contract with the Owner may delay, interfere with and/or disrupt the Contractor's Work, and such actions shall not constitute a breach of contract by the Owner, since the Contractor is entitled to additional compensation by properly pursuing a Claim as permitted by these Modified General Conditions. Pending the final resolution of a Claim, the Contractor shall continue performance of the Work.

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

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

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

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

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

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

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

requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment

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

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

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned based on 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, 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 based on Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.02 Allowances

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

B. Cash Allowances

1. Contractor agrees that:

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

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

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. Contractor shall not be paid for any Unit Price Work that represents an actual quantity greater than 10% of the estimated quantity, without a Change Order. The Contractor shall maintain such records as the Engineer may require to track the quantities of Unit Price Work.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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

12.01 Change of Contract Price

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

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of force account per City of Columbus CMS 109.05.

12.02 Change of Contract Times

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

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

12.03 Delays

A.1 Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay, if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, weather_conditions as provided in Paragraph 12.03.A.2, or acts of God

A.2 **Weather Delays.** When the Contractor is prevented from completing any part of the Work on the critical path within the Contract Time due to weather conditions, if a Claim is made therefor as provided in Paragraph 12.02.A, the Contract Times will be extended by one (1) day for each work day lost due to weather that delays Work on the critical path in excess of those in the following table:

<u>Month</u>	<u>Number of Workdays Lost Due To Weather</u>
<u>January</u>	<u>8</u>
<u>February</u>	<u>8</u>
<u>March</u>	<u>7</u>
<u>April</u>	<u>6</u>
<u>May</u>	<u>5</u>
<u>June</u>	<u>4</u>
<u>July</u>	<u>4</u>
<u>August</u>	<u>4</u>
<u>September</u>	<u>5</u>
<u>October</u>	<u>6</u>

<u>November</u>	<u>6</u>
<u>December</u>	<u>6</u>

A workday will be lost due to weather only when weather conditions reduce production by more than 50 percent on Work on the critical path. Production shall be measured by hours worked. The Contractor shall have the burden of establishing that weather conditions reduced production by more than 50 per cent on Work on the critical path. The Contractor shall not string together or otherwise attempt to aggregate partial lost workdays to create full lost work days under this section 12.03 and no claim will be approved for such an attempt.

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 or other outside agencies or entities not under the control of Owner and not a party to this Contract, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C, it being understood and agreed that the Contractor has included in the Contract Price a contingency for the risk of such delays.

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

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed 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 Owner 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). Owner shall be entitled to an appropriate decrease in the Contract Price and Contractor shall not be entitled to any contract extension or additional payment resulting from such defective work. If the parties are unable to agree as to the amount due to the Owner, Owner may make a Claim therefor as provided in Paragraph 10.05.

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

13.05 Owner May Stop the Work

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

13.06 Correction or Removal of Defective Work

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

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

13.07 Correction Period

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

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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

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

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

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

13.08 Acceptance of Defective Work

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

13.09 Owner May Correct Defective Work

A. If Contractor fails within two (2) business days of a written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work or to remove and replace, or take reasonable steps to remove and replace, rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph 13.09.

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

C. Intentionally Blank

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

14.02 Progress Payments

A. Applications for Payments

1. At least by the 25th day of the month (but not more often than once a month), Contractor shall submit to Owner for review a draft (pencil copy) application for payment. The Owner will within three days return comments and corrections to the Contractor. The Contractor shall within three days, submit a formal Application for Payment (including a Schedule of Values described in Paragraph 2.05.A of the Modified General Conditions) filled out and signed by Contractor covering the Work completed as of the date of the Application, and accompanied by a properly completed Contractor's Payment Application Checklist, all the documentation required to be submitted with such Checklist, and any other supporting documentation required by the Contract Documents or by the Engineer. The Application for Payment will be in the form and submitted with the number of copies of it and all related documents as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include a) a Waiver and Release Agreement for itself and a Subcontractors - Suppliers Waiver and Release Agreement for each of its subcontractors, and b) a Contractor's Affidavit with List of Subcontractors and Suppliers with Amounts Withheld.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. The Owner and the Contractor agree that there shall be no escrow account required in connection with the Project; nor, shall retainage earn interest.

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 reporting by the Owner's Resident Project Representative 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, in whole or in part, any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09;

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A; or

e. the Contractor is in default of any other Agreement it has with the Owner.

C. Payment Becomes Due

1. Fifteen (15) days after presentation of the Application for Payment, the Payment Application Checklist, and all required documentation to Owner with Engineer's recommendation and the approval

of any agencies and/or lenders, the amount recommended and approved will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

2. If the OWNER fails to make approved payment within 30 days, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate, not to exceed 5.0%, commencing on the first day after said payment is due and continuing until the payment is received by the 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 Owner issue a certificate of Substantial Completion.

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

C. If Owner considers the Work substantially complete; Owner will within 14 days execute and deliver to Contractor a definitive certificate of Substantial Completion with a tentative list of items to be completed or corrected.

D. The certificate of Substantial Completion shall include 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.

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

F. *Time for Completion of Items on Tentative List and Remedies.* The time fixed for the completion of all items on the list accompanying the certificate of Substantial Completion shall not be greater than forty-five (45) calendar days. The Contractor shall complete all items on the list within such 45-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

14.05 Partial Utilization

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work that 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 inspect that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter, Owner, Contractor, and Engineer shall inspect that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

5. No use, 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, Owner will promptly make a final inspection with Engineer 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 Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

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

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. a Contractor's Waiver and Release Agreement for itself as of the date of the Final Application for Payment and Subcontractors – Suppliers Waiver and Release Agreements for each of its Subcontractors and Suppliers as of the date of the Final Application for Payment.

3. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Owner's Review of Application and Acceptance

1. If, on the basis of Owner's observation of the Work during construction and final inspection, and Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will, process the final application for payment. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to issue 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.

2. If the Owner fails to make approved payment within 30 days, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate, not to exceed 5.0%, commencing on the first day after said payment is due and continuing until the payment is received by the 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 failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer;

4. Contractor's violation in any substantial way of any provisions of the Contract Documents; or

5. Contractor is in material default of any other Agreement with the Owner.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) three business days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

Such termination shall be effective as of the date stated in the termination notice provided to Contractor.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within three days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

15.03 Owner May Terminate For Convenience

A. Upon three business days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Such termination shall be effective as of the date stated in the written notice. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work—as defined in the Contract Documents--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. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. Contractor shall require similar provisions contained in Paragraph 15.03 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from the Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 15.03 shall be the Contractor's sole remedy in the event of termination for convenience by Owner.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Settlement Methods and Procedures

1. In the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs, and expenses. If at any stage of the litigation, including any appeals, Contractor's claim is dismissed or found to be without merit, or if the damages awarded to Contractor on its claim do not exceed Owner's offer of settlement, Contractor shall be liable to Owner and shall reimburse Owner for all attorneys fees, costs and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor's claim.

2. Any dispute, claim or other matter not settled by negotiation or other means as mutually agreed upon by Owner, Contractor, and surety where applicable, shall be determined by the Court of Common Pleas for county in which the Owner's principal office is located, which shall have exclusive venue and jurisdiction over such matters and claims.

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 shall be governed by the law of the State of Ohio.

17.06 Headings

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 207

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Asbestos Worker

Effective Date:
8/6/2025

Effective Date:
8/6/2025

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

(*)Special Calculation Note :

Other: Drug Testing

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

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

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

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

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

Details :

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 50 Heat & Frost Insulators

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Asbestos Worker

Effective Date:
7/30/2025

Effective Date:
7/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Mechanic	\$40.56		\$9.55	\$9.60	\$0.55	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$65.01	\$85.29
Firestop Technician	\$40.56		\$9.55	\$9.60	\$0.55	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$65.01	\$85.29
Apprentice	BHR	Percent										
1st year	\$25.81	\$63.63	\$9.55	\$4.52	\$0.50	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$40.88	\$53.78
2nd year	\$30.11	\$74.23	\$9.55	\$4.52	\$0.50	\$0.00	\$0.85	\$0.00	\$0.00	\$0.00	\$45.53	\$60.59
3rd year	\$34.41	\$84.83	\$9.55	\$6.76	\$0.50	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.47	\$69.67
4th year	\$36.56	\$90.13	\$9.55	\$6.76	\$0.50	\$0.00	\$1.50	\$0.00	\$0.00	\$0.00	\$54.87	\$73.15

(*)Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Athens, Auglaize, Butler*, Champaign, Clark, Clinton, Crawford, Darke, Delaware, Fairfield, Fayette, Franklin, Greene, Guernsey, Hardin, Hocking, Knox, Licking, Logan, Madison, Marion, Miami, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Preble, Ross, Shelby, Union, Vinton, Warren*

Special Jurisdictional Note :

Butler County: Townships of Lemon and Madison.
Warren County: Township of Clear Creek, Franklin, Massie, Turtle Creek and Wayne

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Boilermaker Local 105

Type of Rate: Commercial

Change #:
LCN02-2013fb

Craft:
Boilermaker

Effective Date:
10/1/2013

Effective Date:
10/1/2013

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	\$35.26		\$7.07	\$13.28	\$0.89	\$0.00	\$3.00	\$0.55	\$0.00	\$0.00	\$60.05	\$77.68
Apprentice	BHR	Percent										
1st 6 months	\$24.69	\$70.03	\$7.07	\$11.30	\$0.89	\$0.00	\$2.10	\$0.55	\$0.00	\$0.00	\$46.60	\$58.95
2nd 6 months	\$26.45	\$75.02	\$7.07	\$11.30	\$0.89	\$0.00	\$2.25	\$0.55	\$0.00	\$0.00	\$48.51	\$61.74
3rd 6 months	\$28.21	\$80.00	\$7.07	\$11.30	\$0.89	\$0.00	\$2.40	\$0.55	\$0.00	\$0.00	\$50.42	\$64.52
4th 6 months	\$29.98	\$85.02	\$7.07	\$11.30	\$0.89	\$0.00	\$2.55	\$0.55	\$0.00	\$0.00	\$52.34	\$67.33
5th 6 months	\$30.86	\$87.52	\$7.07	\$13.28	\$0.89	\$0.00	\$2.63	\$0.55	\$0.00	\$0.00	\$55.28	\$70.71
6th 6 months	\$31.74	\$90.03	\$7.07	\$13.28	\$0.89	\$0.00	\$2.70	\$0.55	\$0.00	\$0.00	\$56.23	\$72.11
7th 6 months	\$32.62	\$92.50	\$7.07	\$13.28	\$0.89	\$0.00	\$2.78	\$0.55	\$0.00	\$0.00	\$57.19	\$73.49
8th 6 months	\$33.50	\$95.00	\$7.07	\$13.28	\$0.89	\$0.00	\$2.85	\$0.55	\$0.00	\$0.00	\$58.14	\$74.89

(*)Special Calculation Note :

Other is Supplemental Health and Welfare

Ratio :

5 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Athens, Brown, Butler, Champaign, Clark, Clermont, Clinton, Fairfield, Fayette, Franklin, Gallia, Greene, Guernsey, Hamilton, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Meigs, Miami, Montgomery, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Preble, Ross, Scioto, Vinton, Warren

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Columbus Tile Finisher)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Finisher	\$31.75		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$44.76	\$60.64
Terrazzo Finisher	\$32.00		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.01	\$61.01
Floor Grinder	\$32.25		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.26	\$61.39
Base Grinder	\$32.50		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.51	\$61.76
Apprentice	BHR	Percent										
1st Year	\$22.23	\$70.00	\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$35.24	\$46.35
2nd Year	\$25.40	\$80.00	\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$38.41	\$51.11
3rd Year	\$28.58	\$90.00	\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$41.59	\$55.87
Apprentice Improver	\$15.88	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.88	\$23.81

(*)Special Calculation Note :

Ratio :

1-2 Journeymen to 1 Apprentice 3-5 Journeymen to 2 Apprentice Crews larger than 5: 4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Athens, Coshocton, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Jackson, Knox, Licking, Madison, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton, Washington

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Columbus Tile Setter)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Setter	\$33.89		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.69	\$69.64
Marble Mason	\$33.89		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.69	\$69.64
Terrazzo Worker	\$34.14		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.94	\$70.01
Terrazzo Worker, Installation	\$34.14		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.94	\$70.01
Apprentice	BHR	Percent										
1st Year	\$23.72	\$70.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$42.52	\$54.38
2nd Year	\$27.11	\$80.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$45.91	\$59.47
3rd Year	\$30.50	\$90.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$49.30	\$64.55
4th Year	\$32.20	\$95.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$51.00	\$67.09

(*)Special Calculation Note :

Ratio :

1 - 3 Journeyman to 1 Apprentice 4 - 8 Journeyman to 2 Apprentice 9 - 13 Journeyman to 3 Apprentice 14 - 18 Journeyman to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Athens, Coshocton, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Jackson, Knox, Licking, Madison, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton, Washington

Special Jurisdictional Note :

Noble County: (Townships of Beaver, Buffalo, Seneca & Wayne)

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Columbus)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	\$37.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$58.86	\$77.54
Lay Out Man	\$37.85		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$59.36	\$78.29
Saw Man	\$37.85		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$59.36	\$78.29
Stone & Cement Mason	\$37.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$58.86	\$77.54
Pointer Caulker Cleaner Block Stone	\$37.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$58.86	\$77.54
Plaster	\$37.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$58.86	\$77.54
Swing Stage (Ground Floors thru 23 Floors)	\$38.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$59.86	\$79.04
Swing Stage (24th Floors and Above	\$39.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$60.86	\$80.54
Apprentice	BHR	Percent										
1st Year	\$26.15	\$70.00	\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$47.66	\$60.73
2nd Year	\$29.88	\$80.00	\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$51.39	\$66.33
3rd Year	\$33.62	\$90.00	\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$55.13	\$71.93
4th Year	\$35.48	\$95.00	\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$56.99	\$74.73
MASON TRAINEES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1-90 Days	\$18.68	\$50.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.68	\$28.02
90-365 Days	\$18.68	\$50.02	\$10.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.16	\$38.50
2nd Year	\$20.54	\$55.00	\$10.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.02	\$41.29

(*)Special Calculation Note :

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

Ratio :

REQUIRED RATIO 1-2 Journeyman to 1 Apprentice 3- 6 Journeyman to 2 Apprentice 7-10 Journeyman to 3 Apprentice 1-15 Journeyman to 4 Apprentice MASON TRAINEE REQUIRED RATIO 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Mason Trainee 3 Apprentice permits 2 Mason Trainee 4 Apprentice permits 2 Mason Trainee

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Franklin, Madison, Pickaway, Union

Special Jurisdictional Note :

Details :

MASON TRAINEE: 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 TRAINEE may work on job site only when a registered apprentice is on job and the ratios in above table will be strictly enforced. Above Journeyman Rate: Brick Power Saw Pay \$.50 Designated layout person \$.50 Swingstage Work \$1.00 at start, and additional \$2.00 at 24th floor

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Bricklayer

Effective Date:
6/5/2024

Effective Date:
6/5/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$33.39		\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.45	\$70.15
Apprentice	BHR	Percent										
1st year	\$23.37	\$70.00	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.43	\$55.12
2nd year	\$26.71	\$80.00	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.77	\$60.13
3rd year	\$30.05	\$90.00	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.11	\$65.14

(*)Special Calculation Note :

NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Bricklayer

Effective Date:
6/5/2024

Effective Date:
6/5/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$34.39		\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.45	\$71.65
Apprentice	BHR	Percent										
1st year	\$24.07	\$70.00	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.13	\$56.17
2nd year	\$27.51	\$80.00	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.57	\$61.33
3rd year	\$30.95	\$90.00	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.01	\$66.49

(*)Special Calculation Note :

NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Pile Driver Local 200

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
5/7/2025

Effective Date:
5/7/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$35.94		\$8.85	\$10.78	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$59.69	\$77.66
Pile Driver	\$35.69		\$8.85	\$10.78	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$59.44	\$77.29
Apprentice	BHR	Percent										
1st 6 months	\$25.16	\$70.00	\$8.85	\$2.00	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$40.13	\$52.71
2nd 6 months	\$25.16	\$70.00	\$8.85	\$2.00	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$40.13	\$52.71
3rd 6 months	\$28.75	\$80.00	\$8.85	\$8.62	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$50.34	\$64.72
4th 6 months	\$28.75	\$80.00	\$8.85	\$8.62	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$50.34	\$64.72
5th 6 months	\$32.35	\$90.00	\$8.85	\$9.70	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$55.02	\$71.19
6th 6 months	\$32.35	\$90.00	\$8.85	\$9.70	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$55.02	\$71.19
7th 6 months	\$34.14	\$95.00	\$8.85	\$10.24	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$57.35	\$74.42
8th 6 months	\$34.14	\$95.00	\$8.85	\$10.24	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$57.35	\$74.42

(*)Special Calculation Note :

Other is UBC National Fund.

Ratio :

1 Journeyman to 1 Apprentice Thereafter 2 Journeyman to 1 Apprentice The first carpenter on the job shall be a journeyman. The second carpenter employed may be an apprentice carpenter. After one (1) journeyman and one (1) apprentice are employed, each employer shall employ a ratio of one (1) apprentice, when available, to two (2) journeyman.

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Franklin, Guernsey, Licking, Madison, Marion, Muskingum, Morgan, Noble, Perry, Pickaway, Union

Special Jurisdictional Note :

Details :

CARPENTERS duties shall include but not limited to the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of scaffolding and of material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by carpenters. The building and setting of all concrete forms and decking, and dismantling the same; the setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; the making of all forms for bulkheads, figures, post, balusters and ornaments. The erection and installation of cooling towers assembled onsite. The building of all barricades and handling of rough lumber and drywall. The installation of all required blocking and all toilet accessories, including but not limited to grab bars, napkin dispensers and receptacles, mirrors and soap dispensers. The installation of metal studs and the welding of studs and other fastenings to receive material being applied by carpenters. The installation of all material used in drywall construction such as plasterboard, transite and other composition boards. The installation of carpet, artificial turf, wood and Resilient floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic and rubber tile, whether nailed or laid in, or with linoleum paste or glue compositions. The installation of garage and overhead doors. The installation of fixtures, cabinets, shelving, racks, louvers, etc. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings. Our claim of jurisdiction, therefore, extends over the following subdivisions of the trade. Carpenters and Joiners; Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters; and Car Builders, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions; burning welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter" and "Joiner" is used, it shall mean all the subdivisions of the trade. PILEDRIIVER: Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters. The placing of all walling, bumper guards of wood or metal. The framing, boring, drilling or burning of all holes in the same, all tie and hog rods in connection with Piledrivers work. The driving, bracing, plumbing, cutting-off and capping of all piling whether wood, steel sheeting, metal pipe piling, composite or concrete. The heading and splicing of wood piling and the making of woodsheets piling, The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work. The loading and unloading of all piling and other material used in connection with Piledrivers work. The loading, unloading, erecting, framing, dismantling, moving and handling of all drivers, derrick, cranes and other piledriving equipment used in the work. Drilling in piling or drilled in caissons where a steel liner is used. All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as watchmen. All underwater and marine work on all 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. All clamming work that is done by floating derricks.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Piledriver SC District HevHwy

Type of Rate: Commercial

Change #:
LCR01-2025ib

Craft:
Carpenter

Effective Date:
7/9/2025

Effective Date:
7/9/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Journeyman	\$35.69		\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$59.09	\$76.94
Apprentice	BHR	Percent										
1st 6 months	\$24.98	\$70.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$48.38	\$60.87
2nd 6 months	\$24.98	\$70.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$48.38	\$60.87
3rd 6 months	\$28.55	\$80.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$51.95	\$66.23
4th 6 months	\$28.55	\$80.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$51.95	\$66.23
5th 6 months	\$32.12	\$90.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$55.52	\$71.58
6th 6 months	\$32.12	\$90.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$55.52	\$71.58
7th 6 months	\$33.91	\$95.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$57.31	\$74.26
8th 6 months	\$33.91	\$95.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$57.31	\$74.26

(*)Special Calculation Note :

Other: UBC National Fund

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.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton, Washington

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, gas lines

Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright Local 1090 Columbus

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
5/13/2025

Effective Date:
5/13/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	\$35.59		\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$63.49	\$81.29
Apprentice	BHR	Percent										
1st 6 months	\$24.91	\$70.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$52.81	\$65.27
2nd 6 months	\$24.91	\$70.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$52.81	\$65.27
3rd 6 months	\$28.47	\$80.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$56.37	\$70.61
4th 6 months	\$28.47	\$80.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$56.37	\$70.61
5th 6 months	\$32.03	\$90.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$59.93	\$75.95
6th 6 months	\$32.03	\$90.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$59.93	\$75.95
7th 6 months	\$33.81	\$95.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$61.71	\$78.62
8th 6 months	\$33.81	\$95.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$61.71	\$78.62

(*)Special Calculation Note :

Other is for UBC National Fund.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Franklin, Guernsey, Licking, Madison, Marion, Morgan, Muskingum, Noble, Perry, Pickaway, Union

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Columbus)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Cement Mason

Effective Date:
6/4/2025

Effective Date:
6/4/2025

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

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Cement Mason

Effective Date:
5/1/2025

Effective Date:
5/1/2025

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

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 683 Inside

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Electrical

Effective Date:
8/13/2025

Effective Date:
8/13/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$43.00		\$12.15	\$8.81	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$69.37	\$90.87
Welding	\$44.00		\$12.15	\$8.84	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$70.40	\$92.40
Medium Voltage Splicing	\$44.00		\$12.15	\$8.84	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$70.40	\$92.40
Over 100 feet	\$64.50		\$12.15	\$9.46	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$91.52	\$123.7
Level 1 CW 0 to 2000 hours	\$15.29		\$6.83	\$0.46	\$0.92	\$0.00	\$0.46	\$0.10	\$0.00	\$0.00	\$24.06	\$31.71
Level 2 CW 2001 to 4000 hours	\$16.25		\$6.83	\$0.49	\$0.92	\$0.00	\$0.49	\$0.10	\$0.00	\$0.00	\$25.08	\$33.21
Level 3 CW 4001 to 6000 hours	\$17.20		\$6.83	\$0.52	\$0.92	\$0.00	\$0.52	\$0.10	\$0.00	\$0.00	\$26.09	\$34.69
Level 4 CW 6001 to 8000 hours	\$19.12		\$6.83	\$0.57	\$0.92	\$0.00	\$0.57	\$0.10	\$0.00	\$0.00	\$28.11	\$37.67
Level 1 CE 8001 to 10000 hours	\$21.03		\$6.83	\$0.63	\$0.92	\$0.00	\$0.63	\$0.10	\$0.00	\$0.00	\$30.14	\$40.66
Level 2 CE 10,001 to 12,000 hours	\$22.94		\$6.83	\$0.69	\$0.92	\$0.00	\$0.69	\$0.10	\$0.00	\$0.00	\$32.17	\$43.64
Level 3 CE 12,001 to14,000 hours	\$28.67		\$6.83	\$0.86	\$0.92	\$0.00	\$0.86	\$0.10	\$0.00	\$0.00	\$38.24	\$52.58
Apprentice	BHR	Percent										
0-1000 hrs 1st Period	\$21.50	\$50.00	\$12.15	\$4.41	\$1.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.22	\$49.97
1001-2000 hrs 2nd Period	\$23.65	\$55.00	\$12.15	\$4.85	\$1.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.81	\$53.63
2001-3500 hrs 3rd Period	\$25.80	\$60.00	\$12.15	\$5.28	\$1.16	\$0.00	\$2.55	\$0.00	\$0.00	\$0.00	\$46.94	\$59.84
3501-5000 hrs 4th Period	\$27.95	\$65.00	\$12.15	\$5.73	\$1.16	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00	\$49.75	\$63.73
5001-6500 hrs 5th Period	\$30.10	\$70.00	\$12.15	\$6.16	\$1.16	\$0.00	\$2.98	\$0.00	\$0.00	\$0.00	\$52.55	\$67.60

6501-8000 hrs 6th Period	\$34.40	\$80.00	\$12.15	\$7.05	\$1.16	\$0.00	\$3.40	\$0.00	\$0.00	\$0.00	\$58.16	\$75.36

(*)Special Calculation Note :

Other for CW/CE: Education Fund

Ratio :

1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices

Construction Wireman and Construction Electrician Ratio:

1 Journeymen to 4 (CW/CE) Employees

An Inside Journeyman Wireman is required on the project at the 5th worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway*, Union

Special Jurisdictional Note :

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 683 Inside Lt Commercial South West

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Electrical

Effective Date:
8/13/2025

Effective Date:
8/13/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$43.00		\$12.15	\$8.81	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$69.37	\$90.87
Welding	\$44.00		\$12.15	\$8.84	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$70.40	\$92.40
Medium Voltage Splicing	\$44.00		\$12.15	\$8.84	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$70.40	\$92.40
Over 100 feet	\$64.50		\$12.15	\$9.46	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$91.52	\$123.7
Level 1 CW 0 to 2000 hours	\$15.29		\$6.83	\$0.46	\$0.92	\$0.00	\$0.46	\$0.10	\$0.00	\$0.00	\$24.06	\$31.71
Level 2 CW 2001 to 4000 hours	\$16.25		\$6.83	\$0.49	\$0.92	\$0.00	\$0.49	\$0.10	\$0.00	\$0.00	\$25.08	\$33.21
Level 3 CW 4001 to 6000 hours	\$17.20		\$6.83	\$0.52	\$0.92	\$0.00	\$0.52	\$0.10	\$0.00	\$0.00	\$26.09	\$34.69
Level 4 CW 6001 to 8000 hours	\$19.12		\$6.83	\$0.57	\$0.92	\$0.00	\$0.57	\$0.10	\$0.00	\$0.00	\$28.11	\$37.67
Level 1 CE 8001 to 10000 hours	\$21.03		\$6.83	\$0.63	\$0.92	\$0.00	\$0.63	\$0.10	\$0.00	\$0.00	\$30.14	\$40.66
Level 2 CE 10,001 to 12,000 hours	\$22.94		\$6.83	\$0.69	\$0.92	\$0.00	\$0.69	\$0.10	\$0.00	\$0.00	\$32.17	\$43.64
Level 3 CE 12,001 to14,000 hours	\$28.67		\$6.83	\$0.86	\$0.92	\$0.00	\$0.86	\$0.10	\$0.00	\$0.00	\$38.24	\$52.58
Apprentice	BHR	Percent										
0-1000 hrs 1st Period	\$21.50	\$50.00	\$12.15	\$4.41	\$1.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.22	\$49.97
1001-2000 hrs 2nd Period	\$23.65	\$55.00	\$12.15	\$4.85	\$1.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.81	\$53.63
2001-3500 hrs 3rd Period	\$25.80	\$60.00	\$12.15	\$5.28	\$1.16	\$0.00	\$2.55	\$0.00	\$0.00	\$0.00	\$46.94	\$59.84
3501-5000 hrs 4th Period	\$27.95	\$65.00	\$12.15	\$5.73	\$1.16	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00	\$49.75	\$63.73
5001-6500 hrs 5th Period	\$30.10	\$70.00	\$12.15	\$6.16	\$1.16	\$0.00	\$2.98	\$0.00	\$0.00	\$0.00	\$52.55	\$67.60

6501-8000 hrs 6th Period	\$34.40	\$80.00	\$12.15	\$7.05	\$1.16	\$0.00	\$3.40	\$0.00	\$0.00	\$0.00	\$58.16	\$75.36

(*)Special Calculation Note :

Other for CW/CE: Education Fund

Ratio :

1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices

Construction Wireman and Construction Electrician Ratio:

1 Journeymen to 4 (CW/CE) Employees

An Inside Journeyman Wireman is required on the project at the 5th worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway*, Union

Special Jurisdictional Note :

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 683 Voice Data Video

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
8/13/2025

Effective Date:
8/13/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician B	\$32.00		\$10.62	\$4.46	\$0.80	\$0.00	\$3.00	\$0.74	\$0.00	\$0.00	\$51.62	\$67.62
Installer Technician A	\$33.50		\$10.62	\$4.51	\$0.80	\$0.00	\$3.00	\$0.77	\$0.00	\$0.00	\$53.20	\$69.95
Cable Puller	\$16.00		\$10.62	\$0.48	\$0.80	\$0.00	\$3.00	\$0.37	\$0.00	\$0.00	\$31.27	\$39.27
Apprentice	BHR	Percent										
1st Period 0 - 1000 hours	\$19.20	\$60.00	\$10.62	\$4.08	\$0.80	\$0.00	\$3.00	\$0.44	\$0.00	\$0.00	\$38.14	\$47.74
2nd Period 1001 - 2000 hours	\$20.80	\$65.00	\$10.62	\$4.12	\$0.80	\$0.00	\$3.00	\$0.48	\$0.00	\$0.00	\$39.82	\$50.22
3rd Period 2001 - 3000 hours	\$22.40	\$70.00	\$10.62	\$4.17	\$0.80	\$0.00	\$3.00	\$0.52	\$0.00	\$0.00	\$41.51	\$52.71
4th Period 3001 - 4000 hours	\$24.00	\$75.00	\$10.62	\$4.22	\$0.80	\$0.00	\$3.00	\$0.55	\$0.00	\$0.00	\$43.19	\$55.19
5th Period 4001 - 5000 hours	\$25.60	\$80.00	\$10.62	\$4.27	\$0.80	\$0.00	\$3.00	\$0.59	\$0.00	\$0.00	\$44.88	\$57.68
6th Period 5001 - 6000 hours	\$27.20	\$85.00	\$10.62	\$4.32	\$0.80	\$0.00	\$3.00	\$0.63	\$0.00	\$0.00	\$46.57	\$60.17

(*)Special Calculation Note :

Other is Holiday Pay

Ratio :

1 Apprentice for every 1 Installer Technician
Cable Pullers can only be employed after an apprentice is employed on the job

Jurisdiction (* denotes special jurisdictional note) :

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway*, Union

Special Jurisdictional Note :

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

Details :

An employee who is required to wear an electronic device after hours will receive an additional 1.00 per hour for all hours worked.

HOLIDAYS: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day, New Years Day.

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

TECHNICIAN (A) is a Technician B who holds a current Technician Certification from BICSI (Building Industry Consulting Service International, Inc.)

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

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN02-2024ib

Craft:
Electrical

Effective Date:
1/6/2025

Effective Date:
1/6/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.4
Certified Lineman Welder	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Certified Cable Splicer	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Operator A	\$47.43		\$7.50	\$1.42	\$0.47	\$0.00	\$11.38	\$0.75	\$0.00	\$0.00	\$68.95	\$92.67
Operator B	\$41.99		\$7.50	\$1.26	\$0.42	\$0.00	\$10.08	\$0.75	\$0.00	\$0.00	\$62.00	\$83.00
Operator C	\$33.74		\$7.50	\$1.01	\$0.34	\$0.00	\$8.10	\$0.75	\$0.00	\$0.00	\$51.44	\$68.31
Groundman 0-12 months Exp	\$26.47		\$7.50	\$0.79	\$0.26	\$0.00	\$6.35	\$0.75	\$0.00	\$0.00	\$42.12	\$55.36
Groundman 0-12 months Exp w/CDL	\$29.12		\$7.50	\$0.87	\$0.29	\$0.00	\$6.99	\$0.75	\$0.00	\$0.00	\$45.52	\$60.08
Groundman 1 yr or more	\$29.12		\$7.50	\$0.87	\$0.29	\$0.00	\$6.99	\$0.75	\$0.00	\$0.00	\$45.52	\$60.08
Groundman 1 yr or more w/CDL	\$34.41		\$7.50	\$1.03	\$0.34	\$0.00	\$8.26	\$0.75	\$0.00	\$0.00	\$52.29	\$69.50
Equipment Mechanic A	\$41.99		\$7.50	\$1.26	\$0.42	\$0.00	\$10.08	\$0.75	\$0.00	\$0.00	\$62.00	\$83.00
Equipment Mechanic B	\$37.86		\$7.50	\$1.14	\$0.38	\$0.00	\$9.09	\$0.75	\$0.00	\$0.00	\$56.72	\$75.65
Equipment Mechanic C	\$33.74		\$7.50	\$1.01	\$0.34	\$0.00	\$8.10	\$0.75	\$0.00	\$0.00	\$51.44	\$68.31
X-Ray Technician	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Apprentice	BHR	Percent										
1st 1000 hrs	\$31.76	\$60.00	\$7.50	\$0.95	\$0.32	\$0.00	\$7.62	\$0.75	\$0.00	\$0.00	\$48.90	\$64.79
2nd 1000 hrs	\$34.41	\$65.00	\$7.50	\$1.03	\$0.34	\$0.00	\$8.26	\$0.75	\$0.00	\$0.00	\$52.29	\$69.50
3rd 1000 hrs	\$37.06	\$70.00	\$7.50	\$1.11	\$0.37	\$0.00	\$8.89	\$0.75	\$0.00	\$0.00	\$55.68	\$74.21

4th 1000 hrs	\$39.71	\$75.00	\$7.50	\$1.19	\$0.40	\$0.00	\$9.53	\$0.75	\$0.00	\$0.00	\$59.08	\$78.93
5th 1000 hrs	\$42.35	\$80.00	\$7.50	\$1.27	\$0.42	\$0.00	\$10.16	\$0.75	\$0.00	\$0.00	\$62.45	\$83.63
6th 1000 hrs	\$45.00	\$85.00	\$7.50	\$1.35	\$0.45	\$0.00	\$10.80	\$0.75	\$0.00	\$0.00	\$65.85	\$88.35
7th 1000 hrs	\$47.65	\$90.00	\$7.50	\$1.43	\$0.48	\$0.00	\$11.44	\$0.75	\$0.00	\$0.00	\$69.25	\$93.07

(*)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. *All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.30 is for Health Retirement Account.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
6/4/2025

Effective Date:
6/4/2025

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

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

(*)Special Calculation Note :

Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Electrical

Effective Date:
1/6/2025

Effective Date:
1/6/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$50.15		\$7.50	\$1.50	\$0.50	\$0.00	\$12.04	\$0.75	\$0.00	\$0.00	\$72.44	\$97.52
Substation Technician	\$50.15		\$7.50	\$1.50	\$0.50	\$0.00	\$12.04	\$0.75	\$0.00	\$0.00	\$72.44	\$97.52
Cable Splicer	\$52.52		\$7.50	\$1.58	\$0.52	\$0.00	\$12.60	\$0.75	\$0.00	\$0.00	\$75.47	\$101.7
Operator A	\$44.95		\$7.50	\$1.35	\$0.45	\$0.00	\$10.79	\$0.75	\$0.00	\$0.00	\$65.79	\$88.27
Operator B	\$39.73		\$7.50	\$1.19	\$0.40	\$0.00	\$9.53	\$0.75	\$0.00	\$0.00	\$59.10	\$78.97
Operator C	\$31.89		\$7.50	\$0.96	\$0.32	\$0.00	\$7.65	\$0.75	\$0.00	\$0.00	\$49.07	\$65.02
Groundman 0-12 months Exp	\$25.07		\$7.50	\$0.75	\$0.25	\$0.00	\$6.02	\$0.75	\$0.00	\$0.00	\$40.34	\$52.88
Groundman 0-12 months Exp w/CDL	\$27.58		\$7.50	\$0.83	\$0.28	\$0.00	\$6.62	\$0.75	\$0.00	\$0.00	\$43.56	\$57.35
Groundman 1 yr or more	\$27.58		\$7.50	\$0.83	\$0.28	\$0.00	\$6.62	\$0.75	\$0.00	\$0.00	\$43.56	\$57.35
Groundman 1 yr or more w/CDL	\$32.60		\$7.50	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.98	\$66.28
Equipment Mechanic A	\$39.73		\$7.50	\$1.19	\$0.40	\$0.00	\$9.54	\$0.75	\$0.00	\$0.00	\$59.11	\$78.98
Equipment Mechanic B	\$35.82		\$7.50	\$1.07	\$0.36	\$0.00	\$8.60	\$0.75	\$0.00	\$0.00	\$54.10	\$72.01
Equipment Mechanic C	\$31.89		\$7.50	\$0.96	\$0.32	\$0.00	\$7.65	\$0.75	\$0.00	\$0.00	\$49.07	\$65.02
Line Truck w/uuger	\$35.16		\$7.50	\$1.05	\$0.35	\$0.00	\$8.44	\$0.75	\$0.00	\$0.00	\$53.25	\$70.83
Apprentice	BHR	Percent										
1st 1000 hrs	\$30.09	\$60.00	\$7.50	\$0.90	\$0.30	\$0.00	\$7.22	\$0.75	\$0.00	\$0.00	\$46.76	\$61.81
2nd 1000 hrs	\$32.60	\$65.00	\$7.50	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.98	\$66.28
3rd 1000 hrs	\$35.11	\$70.00	\$7.50	\$1.05	\$0.35	\$0.00	\$8.43	\$0.75	\$0.00	\$0.00	\$53.19	\$70.74

4th 1000 hrs	\$37.61	\$75.00	\$7.50	\$1.13	\$0.38	\$0.00	\$9.03	\$0.75	\$0.00	\$0.00	\$56.40	\$75.21
5th 1000 hrs	\$40.12	\$80.00	\$7.50	\$1.20	\$0.40	\$0.00	\$9.63	\$0.75	\$0.00	\$0.00	\$59.60	\$79.66
6th 1000 hrs	\$42.63	\$85.00	\$7.50	\$1.28	\$0.43	\$0.00	\$10.23	\$0.75	\$0.00	\$0.00	\$62.82	\$84.13
7th 1000 hrs	\$45.14	\$90.00	\$7.50	\$1.35	\$0.45	\$0.00	\$10.83	\$0.75	\$0.00	\$0.00	\$66.02	\$88.58

(*)Special Calculation Note :

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

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Type of Rate: Commercial

Change #:
LCN02-2024ib

Craft:
Electrical

Effective Date:
1/6/2025

Effective Date:
1/6/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
URD Electrician	\$38.05		\$7.50	\$1.14	\$0.38	\$0.00	\$9.13	\$0.75	\$0.00	\$0.00	\$56.95	\$75.98
Equipment Operator A	\$34.04		\$7.50	\$1.02	\$0.34	\$0.00	\$8.17	\$0.75	\$0.00	\$0.00	\$51.82	\$68.84
Equipment Operator B	\$31.26		\$7.50	\$0.94	\$0.31	\$0.00	\$7.50	\$0.75	\$0.00	\$0.00	\$48.26	\$63.89
Directional Drill Locator	\$34.04		\$7.50	\$1.02	\$0.34	\$0.00	\$8.17	\$0.75	\$0.00	\$0.00	\$51.82	\$68.84
Directional Drill Operator	\$31.26		\$7.50	\$0.94	\$0.31	\$0.00	\$7.50	\$0.75	\$0.00	\$0.00	\$48.26	\$63.89
Groundman 0-12 months Exp	\$24.70		\$7.50	\$0.74	\$0.25	\$0.00	\$5.93	\$0.75	\$0.00	\$0.00	\$39.87	\$52.22
Groundman 0-12 months Exp w/CDL	\$27.24		\$7.50	\$0.82	\$0.27	\$0.00	\$6.54	\$0.75	\$0.00	\$0.00	\$43.12	\$56.74
Groundman 1 yr or more	\$27.24		\$7.50	\$0.82	\$0.27	\$0.00	\$6.54	\$0.75	\$0.00	\$0.00	\$43.12	\$56.74
Groundman 1 yr or more w/CDL	\$32.26		\$7.50	\$0.97	\$0.32	\$0.00	\$7.74	\$0.75	\$0.00	\$0.00	\$49.54	\$65.67
Apprentice	BHR	Percent										
1st 1000 hrs	\$30.44	\$80.00	\$7.50	\$0.91	\$0.30	\$0.00	\$7.31	\$0.75	\$0.00	\$0.00	\$47.21	\$62.43
2nd 1000 hrs	\$32.34	\$85.00	\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$0.75	\$0.00	\$0.00	\$49.64	\$65.81
3rd 1000 hrs	\$34.25	\$90.00	\$7.50	\$1.03	\$0.34	\$0.00	\$8.22	\$0.75	\$0.00	\$0.00	\$52.09	\$69.21
4th 1000 hrs	\$36.15	\$95.00	\$7.50	\$1.08	\$0.36	\$0.00	\$8.68	\$0.75	\$0.00	\$0.00	\$54.52	\$72.59

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Type of Rate: Commercial

Change #:
LCN02-2024ib

Craft:
Electrical

Effective Date:
3/6/2024

Effective Date:
3/6/2024

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

(*)Special Calculation Note :

Ratio :

1Trainee to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 37

Type of Rate: Commercial

Change #:
LCN01-2023ib

Craft:
Elevator

Effective Date:
1/1/2024

Effective Date:
1/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	\$54.93		\$16.17	\$10.86	\$0.75	\$4.39	\$10.10	\$0.00	\$0.00	\$0.00	\$97.20	\$124.6
Helper	\$38.45		\$16.17	\$10.86	\$0.75	\$3.07	\$10.10	\$0.00	\$0.00	\$0.00	\$79.40	\$98.63
Apprentice	BHR	Percent										
Probationary Apprentice	\$27.47	\$50.01	\$0.00	\$0.00	\$0.00	\$1.64	\$0.00	\$0.00	\$0.00	\$0.00	\$29.11	\$42.85
1st Year	\$30.21	\$55.00	\$16.17	\$10.86	\$0.75	\$1.81	\$10.10	\$0.00	\$0.00	\$0.00	\$69.90	\$85.01
2nd Year	\$35.70	\$65.00	\$16.17	\$10.86	\$0.75	\$2.14	\$10.10	\$0.00	\$0.00	\$0.00	\$75.72	\$93.58
3rd Year	\$38.45	\$70.00	\$16.17	\$10.86	\$0.75	\$2.30	\$10.10	\$0.00	\$0.00	\$0.00	\$78.63	\$97.86
4th Year	\$43.94	\$80.00	\$16.17	\$10.86	\$0.75	\$2.63	\$10.10	\$0.00	\$0.00	\$0.00	\$84.45	\$106.4
Assistant Mechanic	\$43.94	\$80.00	\$16.17	\$10.86	\$0.75	\$3.51	\$10.10	\$0.00	\$0.00	\$0.00	\$85.33	\$107.3

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice** 1 Journeyman to 1 Helper** 1 Journeyman to 1 Assistant Mechanic**

Jurisdiction (* denotes special jurisdictional note) :

Athens, Champaign, Clark, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Hocking, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Monroe*, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton

Special Jurisdictional Note :

Monroe County is shared by both Local 37 and Local 6.

Details :

****Art. 10 Par. 2 Apprentice Work Qualifications: Par 2-** The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams. Further, the Company may use as many Helpers and Apprentices as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cable on existing elevator installations, the Company may use two Helpers or Apprentices to one Mechanic.

Prevailing Wage Rate Skilled Crafts

Name of Union: Glazier Local 372

Type of Rate: Commercial

Change #:
LCN02-2024ib

Craft:
Glazier

Effective Date:
11/1/2024

Effective Date:
11/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	\$33.82		\$6.20	\$10.14	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.61	\$67.52
Apprentice	BHR	Percent										
1st Year	\$23.67	\$70.00	\$6.20	\$2.84	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.16	\$45.00
2nd Year	\$25.37	\$75.00	\$6.20	\$2.84	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.86	\$47.54
3rd Year	\$28.75	\$85.00	\$6.20	\$6.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.95	\$56.32
4th Year	\$32.13	\$95.00	\$6.20	\$6.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.33	\$61.39

(*)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) :

Delaware, Fairfield, Fayette*, Franklin, Hocking, Jackson, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Ross, Union, Vinton

Special Jurisdictional Note :

Fayette County - locations west of State Route 62 ONLY.

Details :

A premium of one dollar (\$1.00) per hour above regular hourly rate of pay shall be paid for each hour worked by every employee from any mechanical lift or scaffold, either suspended or supported including the Hex type scaffolding.

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 172

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Ironworker

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	\$40.87		\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$64.08	\$84.52
Rigger Welder Reinforcing Sheeter Fence Erector Machinery Mover	\$40.87		\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$64.08	\$84.52
Apprentice	BHR	Percent										
1st Year 0-1500 Hours	\$28.61	\$70.00	\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$51.82	\$66.12
2nd Year 1501-3000 Hours	\$32.70	\$80.00	\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$55.91	\$72.25
3rd Year 3001-4500 Hours	\$36.79	\$90.02	\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$60.00	\$78.40

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Champaign*, Clark*, Crawford*, Delaware, Fairfield, Fayette*, Franklin, Hardin*, Highland*, Hocking, Jackson*, Knox, Licking, Logan*, Madison*, Marion, Morrow, Perry, Pickaway, Pike, Ross, Union, Vinton, Wyandot*

Special Jurisdictional Note :

Champaign County Twps included: Wayne, Rush, Goshen. Clark County Twps included: Vienna, Catawba and portions of Harmony and Pleasant Crawford County Twps included: Bucyrus, Dallas, Jefferson, Jackson, Whetstone, Polk, Sandusky. Fayette County Twps included: Paint, Marion, Perry, Madison, Wayne, Union. Hardin County Twps included: McDonald, Taylorcreek, Hale, Dudley, Pleasant, Goshen, Blanchard, Lynn, Jackson, Buck, Cessna, Marion, Washington. Highland County Twps included: Madison. Jackson County Twps included: Liberty, Washington, Milton, Jackson, Coal, Wilkesville. Logan County Twps included: Monroe, Zane, Jefferson, Perry, Rush Creek, Bokes Creek. Madison County Twps included: Range, Paint, Fairfield, Sommerford, Jefferson, Pike, Canaan, Pleasant, Oak Run, Union, Deer Creek, Monroe, Darby. Pike County Twps included: Perry, Benton, Mifflin, Sunfish, Newton, Prebble, Pee Pee, Seal, Beaver, Jackson. Wyandot County Twps included: Jackson, Marseilles, Mifflin, Pitt, Antrim. Muskingum County includes: Jackson, Licking, Hope Well, Newton, Clay, Cass, Muskingum falls, Springfield, Madison, Washington, Wayne, Brush Creek.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Laborer

Effective Date:
6/11/2025

Effective Date:
6/11/2025

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

(*)Special Calculation Note :

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

Ratio :

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

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

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 423

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Laborer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$32.98		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.53	\$64.02
Group 2	\$33.29		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.84	\$64.49
Group 3	\$33.60		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.15	\$64.95
Group 4	\$33.91		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.46	\$65.42
Apprentice	BHR	Percent										
0-1000 hrs	\$23.09	\$70.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$37.64	\$49.18
1001-2000 hrs	\$26.38	\$80.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$40.93	\$54.13
2001-3000 hrs	\$29.68	\$90.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$44.23	\$59.07
3001-4000 hrs	\$31.33	\$95.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$45.88	\$61.55
More than 4000 hrs	\$32.98	\$100.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.53	\$64.02

(*)Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice 4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Fairfield, Fayette, Franklin, Hocking, Licking, Madison, Pickaway, Union

Special Jurisdictional Note :

Details :

Group 1: General Laborers, Carpenter Tender, Cathodic Protection, Cleaning Debris, Cleaning of all Material, General Clean-up including Vacuum Cleaning, Scraping and Cleaning of Walls and Floors, Landscape, Installation and Removal of Fencing, Sod Layers, All Portable Heaters, Flagman, Loading and Unloading of all Trucks, Handling and conveying all Materials, Washing of all Windows, Conveyor Belt, All Water Pumps up to and including three (3) inch intake, Watchman, Water Boy and Tool Room Attendant. Group 1- Swimming Pools, Pool Decks, Surrounding Sidewalk and Parking Garages. Group 2: Skid Steer, Concrete Specialists, Brick Tender, Stone Mason Tender, Plaster Tender, Mortar Mixer and Operator, Cement Mason Tender, Construction Specialist, All Scaffold Builders (Swinging Scaffolds), Lagging, Bush Hammering, Jack Hammer Operator, Air or Electric Pneumatic Tool Operator, Power Driven Tools, Power Buggy Operators, Pouring and Placement of all concrete, Fork Lift Operators, Power Wheelbarrow Operators, Asphalt and Blacktop Rakers, Wrecker/Demolition, Sand Blasting and Chipping, Welders on Demolition, Grade Checkers, a person on a bucket pouring concrete, Guniting Nozzle man, Wagon and Churn Drill Operator, Concrete Saw Operator, Brush Feeders on pulverizers, Pipe Layers, Bottom Man, Laser Gun, Burners, Sand Blasting of concrete, Vibrator Man, Steward, Signal Man, Caisson, Caisson Bottom Man, Piledrivers, Asbestos and Lead Abatement Laborers. Hazardous Waste (Level B): Any work requiring the following protective equipment must be paid at Group 2 rate, A protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous To Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to inherent restrictions to breathing in an APR. Also, normal job related injury risk will be nearly as high as for Level C Equipment. Group 3 Hazardous (Level C:) Any work requiring the following protective equipment must be paid at Group 3 rate, A chemically resistant splash suit and a (SCBA) or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level D situations. Then Level C ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision, dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of the normal job related injuries is greatly increased. Group 4 Hazardous Waste (Level D) requiring the following protective equipment must be paid at Group 4 rate, Protective equipment is required when the area has been known to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and /or Immediately Dangerous to Life and Health (IDLH). This ensemble includes fully encapsulated chemical suit (moon suit), Self Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves, cool vests and voice activated radios are optional equipment sometimes worn. Level D ensembles provide the highest level of protection from contaminants but places the greatest physical and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also, this ensemble reduces vision, mobility, dexterity, and communication capacity, all of which increases the risk of normal job related injuries, ie., slips, falls, caught between, etc. Hazardous Pay of \$0.25 per hour shall be paid in addition to classifications shown above Swing Scaffolds (suspended by rope or pulley), and swing scaffolds for grain storage tank or grain elevators, when the work is performed at a height of fifty (50) feet or more above the foundations or grade level, whichever is higher. Caisson work and tunnel work (depth being 15 feet or deeper) Hazardous Waste Removal & Lead Abatement Workers: Exclusive or "Hot" area with toxic or hazardous materials, when one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. All of the ensembles increase the risks of certain types of worker-related injuries. When Laborers complement another craft receiving premium rate of pay Laborers will also receive premium pay for this "HOT" type of work.

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

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

(*)Special Calculation Note :

Other: Education & Safety Misc: National Training

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats. Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types. Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Insertor/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4" and over discharge); Switch & Tie Tamper (without lifting and aligning device); Trench Machines (24" and under); Utility Operators. Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Gunite Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2" discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders. Group E - Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge). Master Mechanics - Master Mechanic Cranes 150' - 180' - Boom & Jib 150 - 180 feet Cranes 180' - 249' - Boom & Jib 180 - 249 feet Cranes 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

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

(*)Special Calculation Note :

Other: Education & Safety Fund Misc: National Training

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under). Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Insert/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators. Class D - Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power. Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signaller; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS. Master Mechanic - Master Mechanic Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 1275

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Painter

Effective Date:
5/8/2024

Effective Date:
5/8/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	\$29.20		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.46	\$59.06
Wall Washer	\$29.20		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.46	\$59.06
Spray	\$29.70		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.96	\$59.81
Structural Steel Swing Stage	\$29.50		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.76	\$59.51
Sandblast, Steam Clean, Water Blasting (3500 PSI and Over) and Hazardous	\$29.90		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.16	\$60.11
Vinyl Hanging	\$29.70		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.96	\$59.81
Apprentice	BHR	Percent										
0-1500 hrs	\$23.36	\$80.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.08	\$42.76
1501-3000 hrs	\$24.82	\$85.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.54	\$44.95
3001-4500 hrs	\$26.28	\$90.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.00	\$47.14
4501-6000 hrs	\$27.74	\$95.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.46	\$49.33

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Heavy Highway Class 1 are qualified painters,blasters,riggers. Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems. Class 3 support personnel will perform Quality control duties,clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control. All Tanks 50,000 gallon capacity or more will be at the tank stated rate.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 1275 Drywall

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Painter

Effective Date:
5/8/2024

Effective Date:
5/8/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	\$30.85		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.11	\$61.54
Drywall Taper	\$30.85		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.11	\$61.54
Drywall Sanders	\$30.20		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.46	\$60.56
Drywall, Use of Mechanical or Pneumatic Tools	\$31.60		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.86	\$62.66
Apprentice	BHR	Percent										
1st 0-1500 hrs	\$24.68	\$80.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.40	\$44.74
2nd 1501-3000 hrs	\$26.22	\$85.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.94	\$47.05
3rd 3001-4500 hrs	\$27.77	\$90.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.49	\$49.37
4th 4501-6000 hrs	\$29.31	\$95.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.03	\$51.68

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

[illegible]

Painter Bridges Class 5 Quality Control, Quality Assurance , Traffic Safety Competen t Person	\$32.26		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.52	\$63.65
Apprentice	BHR	Percent										
1st 0-1500 hrs	\$31.41	\$80.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.13	\$54.83
2nd 1501-3000 hrs	\$33.37	\$85.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.09	\$57.78
3rd 3001-4500 hrs	\$35.33	\$90.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.05	\$60.72
4th 4501-6000 hrs	\$37.30	\$95.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.02	\$63.67

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Heavy Highway Class 1 are qualified painters,blasters,riggers. Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems. Class 3 support personnel will perform Quality control duties,clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 1275 Industrial

Type of Rate: Commercial

Change #:
LCN01-2023ib

Craft:
Painter

Effective Date:
5/8/2024

Effective Date:
5/8/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	\$30.65		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.91	\$61.24
Power Tool Cleaningr	\$30.65		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.91	\$61.24
Spray Painting	\$31.15		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.41	\$61.99
Sand Blast, Steam Clean & Pressure Washing Above 3500 PSI	\$31.35		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.61	\$62.29
Stacks and towers	\$33.46		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.72	\$65.45
Tanks - All Tanks 50,000 gallon capacity or more	\$33.46		\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.72	\$65.45
Apprentice	BHR	Percent										
0-1500 hrs	\$24.52	\$80.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.24	\$44.50
1501-3000 hrs	\$26.05	\$85.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.77	\$46.80
3001-4500 hrs	\$27.59	\$90.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.31	\$49.10
4501-6000 hrs	\$29.12	\$95.00	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.84	\$51.40

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Definition of Industrial Classification: Industrial Facilities to be included in the Industrial Classification shall include; Water Treatment, Waste Water Treatment, Natural Gas and related facilities, refineries, transmission pipe lines, electrical transmission towers and or switching /sub stations and Power Plants. Exclusions from the industrial classification are Power Plants that generate power to a single customer; such as an emergency power supplier or a Hospital, Information Technology Facility, Sporting/Event or Arena/Stadium type facility. This exclusion would also be given to any commercial office space located within the facilities property. The excluded spaces shall be done under the Commercial Wage rates.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Sign and Display

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

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

(*)Special Calculation Note :

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	\$26.56	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.72	\$0.00	\$0.00	\$30.85	\$44.13
Painter Sign Journeyman Tech/Team Leader Class B	\$26.56	\$3.36	\$0.21	\$0.00	\$0.51	\$0.00	\$0.72	\$0.00	\$0.00	\$31.36	\$44.64
Painter Sign Journeyman Tech/Team Leader Class C	\$26.56	\$3.36	\$0.21	\$0.00	\$1.02	\$0.00	\$0.72	\$0.00	\$0.00	\$31.87	\$45.15
Painter Sign Journeyman Tech/Team Leader Class D	\$26.56	\$3.36	\$0.21	\$0.00	\$1.53	\$0.00	\$0.72	\$0.00	\$0.00	\$32.38	\$45.66
Sign Journeyman Class A	\$26.27	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.71	\$0.00	\$0.00	\$30.55	\$43.69
Sign Journeyman Class B	\$26.27	\$3.36	\$0.21	\$0.00	\$0.51	\$0.00	\$0.71	\$0.00	\$0.00	\$31.06	\$44.20
Sign Journeyman Class C	\$26.27	\$3.36	\$0.21	\$0.00	\$1.01	\$0.00	\$0.71	\$0.00	\$0.00	\$31.56	\$44.70
Sign Journeyman Class D	\$26.27	\$3.36	\$0.21	\$0.00	\$1.52	\$0.00	\$0.71	\$0.00	\$0.00	\$32.07	\$45.21
Tech Sign Fabrication/ Erector Class A	\$20.67	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$0.00	\$24.80	\$35.14
Tech Sign Fabrication/ Erector Class B	\$20.67	\$3.36	\$0.21	\$0.00	\$0.40	\$0.00	\$0.56	\$0.00	\$0.00	\$25.20	\$35.54

Tech Sign Fabrication/ Erector Class C	\$20.67		\$3.36	\$0.21	\$0.00	\$0.80	\$0.00	\$0.56	\$0.00	\$0.00	\$25.60	\$35.94
Tech Sign Fabrication/ Erector Class D	\$20.67		\$3.36	\$0.21	\$0.00	\$1.19	\$0.00	\$0.56	\$0.00	\$0.00	\$25.99	\$36.33
Apprentice	BHR	Percent										

(*)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 than 1 year. Class B: 1-3 years. Class C: 3-10 years. Class D: More than 10 years.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 132 (Columbus)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plasterer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

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

(*)Special Calculation Note :

*Other is International Training Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 189

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Plumber Pipefitter

Effective Date:
8/21/2024

Effective Date:
8/21/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	\$49.00		\$10.39	\$7.49	\$1.45	\$0.00	\$8.26	\$0.00	\$0.00	\$0.00	\$76.59	\$101.0
Heating Piping Refrigeration, Temperature Control, Air Conditioning Welder	\$49.00		\$10.39	\$7.49	\$1.45	\$0.00	\$8.26	\$0.00	\$0.00	\$0.00	\$76.59	\$101.09
Apprentice	BHR	Percent										
1st Year	\$22.05	\$45.00	\$5.00	\$0.00	\$1.45	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$28.60	\$39.63
2nd Year	\$24.50	\$50.00	\$10.39	\$5.60	\$1.45	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$42.04	\$54.29
3rd Year	\$26.95	\$55.00	\$10.39	\$5.60	\$1.45	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$44.49	\$57.97
4th Year	\$31.85	\$65.00	\$10.39	\$5.60	\$1.45	\$0.00	\$6.26	\$0.10	\$0.00	\$0.00	\$55.65	\$71.58
5th Year	\$39.20	\$80.00	\$10.39	\$5.60	\$1.45	\$0.00	\$8.26	\$0.10	\$0.00	\$0.00	\$65.00	\$84.60

(*)Special Calculation Note :

*Other is International Training

Ratio :

Employees-----Journeyman to Apprentice per Job 1) 1-0 2) 1-1 3) 2-1 4) 2-2 5) 3-2 6) 4-2 7) 4-3 8) 5-3 9) 6-3 10) 6-4 11) 7-4 12) 8-4 13) 8-5 14) 9-5 15) 10-5 16) 10-6 17) 11-6 18) 12-6 19) 12-7 20) 13-7 21) 14-7 22) 14-8 23) 15-8 24) 16-8 25) 16-9 Heating Piping refrigeration, Temperature Control, Air Conditioning Ratio (1) Additional Apprentice to (3) Journeymen thereafter Employees Journeyman to Apprentice per Job 1) Employee 1-0 2) Employees 1-1 3) Employees 2-1 4) Employees 2-2 5) Employees 3-2 6) Employees 4-2 7) Employees 5-2 8) Employees 5-3 9) Employees 6-3 10) Employees 7-3 11) Employees 8-3 12) Employees 8-4 13) Employees 9-4 14) Employees 10-4 15) Employees 11-4 16) Employees 11-5 17) Employees 12-5 18) Employees 13-5 19) Employees 14-5 20) Employees 14-6 21) Employees 15-6 22) Employees 17-5 23) Employees 18-5 24) Employees 18-6 25) Employees 19-6 26) Employees 20-6 28) Employees 22-6 29) Employees 22-7 30) Employees 23-7 31) Employees 23-7 32) Employees 25-7 33) Employees 26-7 34) Employees 26-8

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Franklin, Hocking, Licking, Madison, Marion, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 86

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Roofer

Effective Date:
9/3/2025

Effective Date:
9/3/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$38.33		\$8.20	\$7.40	\$0.88	\$0.00	\$0.30	\$0.09	\$0.00	\$0.00	\$55.20	\$74.36
Apprentice	BHR	Percent										
1st Year	\$24.91	\$65.00	\$0.00	\$0.00	\$0.88	\$0.00	\$0.25	\$0.09	\$0.00	\$0.00	\$26.13	\$38.59
2nd Year	\$27.60	\$72.00	\$8.20	\$1.85	\$0.88	\$0.00	\$0.25	\$0.09	\$0.00	\$0.00	\$38.87	\$52.67
3rd Year	\$30.66	\$80.00	\$8.20	\$3.33	\$0.88	\$0.00	\$0.25	\$0.09	\$0.00	\$0.00	\$43.41	\$58.74
4th Year	\$33.73	\$88.00	\$8.20	\$4.81	\$0.88	\$0.00	\$0.25	\$0.09	\$0.00	\$0.00	\$47.96	\$64.83

(*)Special Calculation Note :

Other: Education & Research Fund

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Champaign, Delaware, Fairfield, Fayette, Franklin, Hardin, Hocking, Knox, Licking, Logan, Madison, Marion, Morrow, Perry, Pickaway, Pike, Ross, Union, Wyandot

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 24 (Columbus)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Sheet Metal Worker

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$41.10		\$10.23	\$12.56	\$1.26	\$0.00	\$4.12	\$0.00	\$0.00	\$0.00	\$69.27	\$89.82
Apprentice	BHR	Percent										
1st Year	\$23.43	\$57.00	\$8.42	\$2.19	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.09	\$46.80
2nd Year	\$26.72	\$65.00	\$9.61	\$8.17	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.55	\$58.90
3rd Year	\$30.83	\$75.00	\$9.84	\$9.42	\$1.26	\$0.00	\$3.09	\$0.00	\$0.00	\$0.00	\$54.44	\$69.85
4th Year	\$34.94	\$85.00	\$9.99	\$10.67	\$1.26	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$60.36	\$77.82

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 2 Apprentices 3 Journeymen to 3 Apprentices 4 Journeymen to 4 Apprentices 5-7 Journeymen to 5 Apprentices 8-10 Journeymen to 6 Apprentices 11-13 Journeyman to 7 Apprentices 14-16 Journeyman to 8 Apprentices 17-19 Journeymen to 9 Apprentices 20-22 Journeymen to 10 Apprentices 23-25 Journeymen to 11 Apprentices 26-28 Journeymen to 12 Apprentices 29-31 Journeymen to 13 Apprentices 32-34 Journeymen to 14 Apprentices 35-37 Journeymen to 15 Apprentices 38-40 Journeymen to 16 Apprentices and so on

Jurisdiction (* denotes special jurisdictional note) :

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Hocking, Jackson, Knox, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Type of Rate: Commercial

Change #:
LCR01-2025ib

Craft:
Sprinkler Fitter

Effective Date:
8/6/2025

Effective Date:
8/6/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$48.28		\$12.40	\$7.40	\$0.54	\$0.00	\$7.74	\$0.00	\$0.00	\$0.00	\$76.36	\$100.5
Apprentice	BHR	Percent										
CLASS 1	\$24.14	\$50.00	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.71	\$45.78
CLASS 2	\$27.04	\$56.00	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.61	\$50.13
CLASS 3	\$29.45	\$61.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$50.94	\$65.66
CLASS 4	\$31.38	\$65.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$52.87	\$68.56
CLASS 5	\$33.31	\$69.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$55.05	\$71.70
CLASS 6	\$36.21	\$75.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$57.95	\$76.05
CLASS 7	\$38.14	\$79.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$59.88	\$78.95
CLASS 8	\$40.56	\$84.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$62.30	\$82.58
CLASS 9	\$42.97	\$89.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$64.71	\$86.19
CLASS 10	\$44.90	\$93.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$66.64	\$89.09

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

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

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

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

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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