City of Mentor

BID SET

City of Mentor Access Control Upgrade

PREPARED FOR:

The City of Mentor
8500 Civic Center Boulevard
Mentor, Ohio 44060

PREPARED BY:

Osborn Engineering
1111 Superior Avenue, Suite 2100
Cleveland, Ohio 44114

PH: (216)-861-2020

Date: October, 2026

Approved By:
Lorne Vernon,
Director of Public Works

&

Ali Seyhan,
Chief Technology Officer

CITY OF MENTOR OFFICIALS

ADMINISTRATION

Kenneth J. Filipiak, City Manager

Mate Rogonjic, Finance Director

Brandon Dynes, Law Director

David A. Swiger, City Engineer

Lorne Vernon, Director of Public Works

Kenneth Kaminski, Director of Parks, Recreation and Public Facilities

Kevin Malecek, Director of Economic Development and International Trade

Kathy Cantanzriti, Planning Director

Kenneth Gunsch, Chief of Police

Ron Zak, Fire Chef

COUNCIL

Janet A. Dowling, President of Council

Ray Kirchner, Vice-President of Council

Sean P. Blake, Councilperson, Ward 1

Matthew E. Donovan, Councilperson, Ward 2

Charles E. Pinkerman, Councilperson, Ward 3

John A. Krueger, Councilperson, Ward 4

Brian G. Cook, Councilperson-at-Large

Julie Schiavoni, Clerk of Council

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed proposals will be received at the Purchasing Department, City of Mentor, 8500 Civic Center Boulevard, Mentor, Ohio until 11:00 AM November 18, 2026 and will be opened and read immediately thereafter for the following project:

CITY OF MENTOR ACCESS CONTROL UPDATE

OPINION OF PROBABLE CONSTRUCTION COST: $425,000

COMPLETION DATE: 245 Days after signed Notice to Proceed

Bids must be in accordance with specifications advertised on the City of Mentor website: www.cityofmentor.com/category/rfp.

BY ORDER OF

Kenneth J. Filipiak, City Manager

Publish: *News-Herald*

OCTOBER 30, 2026
NOVEMBER 4, 2026
NOVEMBER11, 2026

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ALL BIDS SUBMITTED MUST INCLUDE THE REQUIRED BID DOCUMENTS AND A PROPERLY EXECUTED SIGNATURE PAGE (BF.11)

SIGNATURE PAGE AVAILABLE *ONLY* BY CONTACTING KYLE KASKY, KASKY@CITYOFMENTOR.COM OR 440-974-5774

SECTION 1
BID DOCUMENTS AND BID FORMS

II. INSTRUCTIONS TO BIDDERS

The Instructions to Bidders governs, except where amended by the Specifications.
The Bidder is responsible for reading and understanding all items herein:

1. Except as otherwise provided herein, the Instructions to Bidders, Proposal-Contract Form, and all specifications, drawings and other documents referred to herein shall be a part of the contract.

2. DEFINITIONS:

   A. The term "Bidder" or "Contractor" shall mean the corporation, partnership or individual proposing or under contract to furnish the material, labor, and/or equipment listed in the Specifications.

   B. The term "City" shall mean the City of Mentor, Ohio.

   C. "Calendar Day" shall mean every day shown on the calendar.

   D. "City Manager" shall mean the Mentor City Manager or his duly authorized representative.

3. PROPOSAL: To be entitled to consideration, a proposal must be made in accordance with the following instructions:

   A. Preparation: Each proposal shall be submitted on the forms furnished by the City. All signatures shall be clearly and legibly written in long hand. No oral, facsimile or telephonic proposal or modifications will be considered. Each proposal shall show the breakdown for each item as directed on the Proposal-Contract Form. All proposals shall be considered informal which contain items not specified in the Proposal-Contract Form.

   Prices for material and equipment shall include transporting and delivery to any place designated on the City's purchase order, within the corporate limits of the City. In the event of a discrepancy between unit proposal prices and extension thereof, the unit proposal price shall govern.

   B. Names of Bidders: Each proposal shall give the full business address of the Bidder(s) and be signed by them with their usual signature. Proposals by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

   Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary or other person authorized to bind it in the matter.

   The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to their signature the word "President," "Secretary," "Agent" or other title without disclosing their principal may be held to be the proposal of the individual signing.

   When requested by the City, satisfactory evidence of the authority of the officer or agent signing on behalf of a corporation or partnership shall be furnished.

   C. Delivery: The proposal shall be sealed in an envelope, addressed to:

   City of Mentor
   c/o Purchasing Department
   8500 Civic Center Boulevard
   Mentor, Ohio 44060

   and delivered to the office of the Purchasing Coordinator on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the Bidder, the general item(s) proposed, and the date the proposals are to be opened. Proposals will be received until the date and time specified in the legal advertisement. Proposals will be opened and read immediately thereafter, in 2nd Floor Conference Room, Mentor Municipal Center. Proposals received after the date and time specified will be returned unopened to the Bidder.

   D. Proposal to Include All Work: Each proposal shall include all equipment, material, supplies or services described in the Instructions to Bidders, Specifications, Proposal-Contract Form and all drawings.

   E. Withdrawal of Proposal: Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

   F. Acceptance or Rejection of Proposal: The City reserves the right to accept any proposals within sixty (60) calendar days after the same are opened, as provided above. The City reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of the City. The City reserves the right to reject any or all proposals.

   In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items, unless specified to the contrary in the Specifications.

   G. Proposal Bond or Check: Each proposal must be accompanied by a cashier's or certified check, an irrevocable letter of credit, or by a proposal bond, signed by a surety company authorized to do business in the State of Ohio, in the amount of ten (10) percent of the pro-

posal and made payable to the City of Mentor, as a guarantee that the contract will be honored in the event it is awarded to the Bidder, and as a guarantee that the Bidder to whom the contract is awarded will sign all documents necessary to formalize the contract, if any.

H. Forfeiture of Check or Proposal Bond: If the Bidder to whom the contract is awarded shall fail to honor the contract, or fail to sign the documents necessary to formalize the contract, if any, the deposit accompanying the proposal shall thereupon be forfeited to the City for and as liquidated damages. The work may then be readvertised or awarded to the deemed second best Bidder as the City may determine.

I. Quantities: The quantities of the work shown on the Specifications and Proposal-Contract Form are estimated by the City and will be used as the basis for comparison of the proposals only. The City reserves the right to decrease or increase any quantities and to eliminate any item(s) on the plans or proposal.

J. Informal Proposals: Proposals may be rejected for the following reasons:

1) If the proposal is on a form other than that furnished by the City or if the form is altered or any part thereof detached.

2) If there are any unauthorized additions, conditional or alternate proposals, or other irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

3) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one Bidder at any one proposal letting, provided that the City will make any selection of awards.

4) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.

4. A. Competency of Bidders: No proposal will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to the City Manager that they have the necessary equipment, ability and financial resources to fulfill the conditions of the contract and Specifications. Previous experience and responsibility of the Bidders will be considered in awarding the contract. No contract will be awarded to any Bidder who is in arrears to the City upon debt or contract, or who is in default as surety or otherwise upon any obligation to the City.

B. Disqualification of Bidders: Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of their proposal or proposals.

1) More than one proposal for the same work from an individual, firm or corporation under the same or different names.

2) Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of the City until any such participant shall have been reinstated as a qualified Bidder.

3) Proposal prices that obviously are unbalanced.

5. WRITTEN AND ORAL EXPLANATIONS: Should a Bidder find discrepancies in, or omissions from, the drawings or Specifications, or should they be in doubt as to their meaning, they shall at once notify the City, which may send written instructions to all Bidders. The City will not be responsible for any oral instructions.

6. ADDENDUM OR MODIFICATION: Any addendum or modification issued during the time of bidding shall be covered in the proposal and in awarding a contract, such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the City within 72 hours of the time set for the closing of proposals, excluding Saturdays, Sundays and legal holidays, the time for submitting proposals shall be extended one (1) week, with no further advertising of proposals.

7. TAX EXEMPTIONS: The City is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. Tax exemption certificates covering these taxes will be furnished upon request.

The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact will be indicated in the Specifications, and such taxes may be included in the price or shown as a separate item in the proposal.

8. DISCRIMINATION: In hiring of employees for the performance of work under this contract or any subcontract, neither the Contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, sex or handicap discriminate against any citizen of the State in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates.

Neither the Contractor, subcontractor, nor any person in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, age, sex or handicap.

9. INSURANCE: If the Specifications indicate insurance is required, then the Contractor shall obtain and pay for the following types of insurance:

(a) Commercial General Liability insurance with minimum limits of not less than $1,000,000 combined single limit. Coverage is to include contractual liability, a per

project general aggregate limit, primary and non-contributory other insurance provision, waiver of subrogation in favor of the City and additional insured status for the City including ongoing operations and products and completed operations. If such coverage is written on a Claims Made or Claims Made and Reported basis, (i) such coverage will have a retroactive date that is equal to or that precedes the date of the contract and be maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract, (ii) may be replaced with other Claims Made or Claims Made and Reported coverage with a retroactive date that is equal to or that precedes the date of the contract and maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract or (iii) may be cancelled after the termination of or expiration of the contract only if it is replaced by an extended reporting period with a duration of not less than three (3) years.

(b) Automobile Liability insurance providing coverage for all owned, non-owned and hired automobiles with minimum limits not less than $1,000,000 combined single limit. Coverage shall include additional insured status for the City and a waiver of subrogation for the City.

(c) Worker's Compensation which meets all statutory minimum requirements

All policies must be written with insurance companies acceptable to the City. All policies are to provide the City with thirty (30) days advanced written notice of cancellation or non-renewal with the exception of cancellation for non-payment of premium which shall be ten (10) days. Contractor shall supply certificates of insurance evidencing the required coverage and shall furnish renewal certificates thirty (30) days prior to the renewal date. Failure of the City to request certificates does not relieve the Contractor from the obligation to maintain the required insurance.

10. LIABILITY: The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded by law, brought or recovered against it, by reason of any act or omission of said Bidder(s), their agents, subcontractors or employees, in the execution of the contract, or for the use of any patented inventions by said Bidder. A sum sufficient to cover aforesaid claims, including attorneys' fees, may be retained by the City from monies due or to become due to the Bidder under contract, until such claims shall have been discharged.

11. ROYALTIES AND/OR LICENSE FEES: The Bidder shall pay all royalties and license fees. The Bidder herein agrees to assume and save the City, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the City, its officers and agents of any item, appliance, apparatus or mechanism, material or service which may be furnished or installed by the Bidder under the terms of this contract, including patent or copyright infringement, and to defend the City from any and all such liabilities whether or not such claims are well founded by law.

12. ASSIGNMENT OF CONTRACT: The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or any part thereof, without previous consent in writing from the City Manager, endorsed on or attached to the contract.

13. CANCELLATION: Should the material(s) supplied or delivered to the City under this contract fail at any time to meet the Specifications required by the contract, then in such event, the City may cancel this contract upon written notice to the Bidder.

14. CONTROL OF WORK: The City Manager, or his designated agent, will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and Specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.

15. CLAIMS FOR ADJUSTMENT AND DISPUTES: If, in in any case, the Contractor deems that additional compensation is due for work or material not clearly covered in the contract or not ordered by the City Manager as extra work, as defined herein, the Contractor shall notify the City Manager in writing of their intention to make claim for such additional compensation before they begin the work on which the claim is based. If such notification is not given and the City Manager is not afforded proper facilities by the Contractor for keeping strict account of actual costs as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the City Manager has kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the City Manager, is found to be just, it will be paid as extra work in the amount as approved by the City Manager.

16. DURATION OF CONTRACT: The duration of the contract shall be for the period stated in the Specifications, and shall include all material, equipment and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed period unless otherwise noted in the Specifications.

17. PURCHASES: After a contract has been signed, it shall only become operative upon delivery to the Bidder a duly signed purchase order. The City shall only be obligated under the contract to the extent of such purchase order. The City shall not become liable for any claims in the event that the total quantity of material ordered or services performed under the contract should prove to be greater or less than the estimated amount in the Specifications.

18. DELIVERY: The Bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received, which reasonable time is estimated to be thirty (30) days.

If deliveries are not made within such period, then the City may purchase such items in the open market; and if the prices paid by the City shall be greater than the contract price, the Bidder agrees to reimburse the City for any loss or losses that the City may thereby sustain.

Delivery time for vehicles and equipment may be extended beyond thirty (30) days, provided the Bidder has noted the delivery time in the appropriate space on the Proposal-Contract Form.

19. PAYMENT OF INVOICES: Invoices will be due and payable within thirty (30) days of receipt of the invoice by the City. All invoices should be mailed to the attention of the Accounts Payable Department. Payments may be made on a basis of estimated partial completion of work or delivery, and the City may withhold a percentage of each partial payment until completion of the contract. The City may withhold a percentage of the final estimate for a specified period as a guarantee. Such a procedure for partial payments must be provided for in the Specifications.

20. CONTRACT BOND: The successful Bidder will be required to furnish the approved bond for the faithful performance of the contract in the amount of one hundred percent (100%) of the contract price. Such bond shall be that of an approved surety company or personal bond upon which the sureties are persons not interested in the contract, or, if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the Law Director, including sureties.

    In lieu of a performance bond the City may elect to hold the Proposal Deposit Check, submitted with the proposal, until the contract has been fulfilled. **Any deviation from the required one hundred percent (100%) figure will be noted in the Specifications.**

21. GENERAL: Contractors shall furnish all labor, equipment, materials, services and supplies necessary to complete the proposed work. All work shall be performed according to all standards of good workmanship complete in every detail. Contractors shall coordinate their work with the work of others and, upon completion, remove tools, equipment, waste and debris and leave the site in "broom-clean" condition. Contractors shall warrant all equipment, materials, services and supplies with the normal and usual warranties, including, where applicable, warranties of merchantability and fitness for a particular purpose.

22. WAIVERABILITY: The City of Mentor reserves the right to accept any part of any proposal and reject all or parts of any and all proposals, and waive any informalities in the bidding procedure.

23. PREVAILING WAGE: Contractors must comply with ORC Chapter 4115 when applicable. It is the Contractor's responsibility to contact the City's Prevailing Wage Coordinator to determine requirements.

24. TAXES: Contractor shall pay and/or withhold all sales, consumer, use, employment and other taxes (including the City of Mentor 2% income tax) paid or withheld by Contractor in accordance with the Laws and Regulations of the United States, State of Ohio and City of Mentor which are applicable during the performance of the work.

QUESTIONS:

Finance:

Kyle Kasky, Staff Accountant
8500 Civic Center Blvd
Mentor Ohio, 44060
Phone (440)974-5774
Kasky@cityofmentor.com

Public Works:

Lorne Vernon, Director of Public Works
6645 Hopkins Road
Mentor Ohio, 44060
Phone (440)974-5781
Vernon@cityofmentor.com

Information Technology:

Ali Seyhan, Chief Technology Officer
8500 Civic Center Blvd
Mentor Ohio, 44060
Phone (440)255-1100
Seyhan@cityofmentor.com

FORM OF NONCOLLUSION AFFIDAVIT

STATE OF)
) SS
COUNTY OF)

_____, being first duly sworn, deposes and says
(Individual Name)

that he/she is _____ of _____
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

the party making the proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

_____
Affiant

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

_____
Notary Public

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____,
(Individual Name)

Secretary of _____ an _____ Corporation
(Corporation Name) (State)

hereby certify that the Board of Directors of said Corporation on the _____day of _____, 20_____, adopted a resolution authorizing the _____ of this
(Corporation Title, i.e., President, etc.)

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

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

shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at _____, _____ this _____ day
(City) (State)

of _____ , 20___, and I further certify that said resolution is still in full force and effect.

_____
Corporate Secretary

PROPOSED SUBCONTRACTORS

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

1. Name: _____

   Address: _____

   City/State/Zip: _____

   Description: _____

   _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

2. Name: _____

   Address: _____

   City/State/Zip: _____

   Description: _____

   _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

3. Name: _____

   Address: _____

   City/State/Zip: _____

   Description: _____

   _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

4. Name: _____

   Address: _____

   City/State/Zip: _____

   Description: _____

   _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

5. Name: _____

   Address: _____

   City/State/Zip: _____

   Description: _____

   _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

EXPERIENCE RECORD

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

Project Name: _____

Description/Scope of Bidder's _____

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

Total Project Cost: $ _____ Your Contract or Subcontract Amount: $ _____

% Complete (if in progress) _____ % or Date Completed (if complete): _____

Project Owner: _____

Owner Contact: _____ Phone: ( ) _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: _____ Phone: ( ) _____

Your Bonding Company on this project (if any): _____

Project Name: _____

Description/Scope of Bidder's _____

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

Total Project Cost: $ _____ Your Contract or Subcontract Amount: $ _____

% Complete (if in progress) _____ % or Date Completed (if complete): _____

Project Owner: _____

Owner Contact: _____ Phone: ( ) _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: _____ Phone: ( ) _____

Your Bonding Company on this project (if any): _____

Project Name: _____

Description/Scope of Bidder's _____

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

Total Project Cost: $ _____ Your Contract or Subcontract Amount: $ _____

% Complete (if in progress) _____ % or Date Completed (if complete): _____

Project Owner: _____

Owner Contact: _____ Phone: ( ) _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: _____ Phone: ( ) _____

Your Bonding Company on this project (if any): _____

BIDDER'S INSURANCE AGENT'S AFFIDAVIT

PROJECT: _____

OWNER: _____

I, _____, _____, first being duly
(Name) (Title)
sworn do state the following:

(a) that I am an Insurance Agent licensed to transact business in the State of Ohio;

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

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

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

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

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

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

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

Further, Affiant sayeth naught.

_____ _____
(Agent's Signature) Agency Name

_____ _____
(Agent's Name) Agency Address

_____
Agency City, State and Zip Code

_____ _____
(Phone) (Fax)

_____
(E-mail)

SUPPLEMENTAL BOND ACKNOWLEDGEMENT

PROJECT: _____

OWNER: _____

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

By submission of the attached bid and these presents, the undersigned bidder and his surety hereby acknowledge that the attached bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is __one__ year(s) commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER		**SURETY**	
SIGNATURE:	_____	SIGNATURE:	_____
NAME:	_____	NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____
PHONE NO.:	_____	PHONE NO.:	_____
			*Attach Power of Attorney

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

By signature of the attached Contract and these presents the undersigned contractor and his surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is _one__ year(s) commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER		**SURETY**	
SIGNATURE:	_____	SIGNATURE:	_____
NAME:	_____	NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____
PHONE NO.:	_____	PHONE NO.:	_____
			*Attach Power of Attorney

BID SECURITY

CONTRACTOR SHALL STAPLE ONE OF THE FOLLOWING FORMS OF BID SECURITY TO THE FRONT OF THIS PAGE AND SUBMIT WITH THE BID.

CERTIFIED OR CASHIER'S CHECK FOR 10% OF THE AMOUNT BID

OR

IRREVOCABLE LETTER OF CREDIT FOR 10% OF THE AMOUNT BID

OR

BOND (BID/PERFORMANCE/PAYMENT" BOND, a.k.a., "ROLLOVER BOND") FOR

100% OF THE AMOUNT BID PER ORC SECTIONS 153.54 AND 153.571

STATEMENT OF BIDDER QUALIFICATIONS

BIDDER NAME (print/type): _____

BIDDER ADDRESS: _____

_____

BIDDER CONTACT: _____

BIDDER PHONE NUMBER: _____

BIDDER FAX NUMBER: _____

BIDDER E-MAIL: _____

Ohio Entity Number: _____

Federal Tax Identification Number: _____

State Tax Identification Number: _____

STATEMENT OF BIDDER QUALIFICATIONS

1. Years in business providing the goods or service requested in this bid. _____

2. Please list on a separate sheet(s), contracts with municipalities previous and presently held. Please list by community name, contact person, address, phone number, and scope of project (starting with the most recent).

3. Is your company in satisfactory financial condition? Yes_____ No _____

4. How many miles is your facility from the Mentor Municipal Center? _____

5. Please list on a separate sheet(s) the equipment to be used in fulfilling this contract.

6. Identify the project manager who will be assigned to this project and applicable years of experience managing comparable jobs.

_____

For the following questions, on a separate sheet please describe in full the circumstances for any "Yes" answer.

7. Has your company had any business interruptions as a result of financial conditions in the past two (2) years? Yes _____ No _____

8. Has your company been rejected for a public contract despite being a low bidder for any reason? Yes _____ No _____

9. Has your company had any claims against or a performance bond cancelled? Yes _____ No _____

10. Has your company paid penalties or liquidated damages imposed as a result of delay on a public project? Yes _____ No _____

11. Has your company been found to have committed an unfair labor practice or any other employment/labor law violation in such areas as discrimination, prevailing wage, Workers Compensation or OSHA? Yes _____ No _____

12. Has your company in the last three (3) years had a municipal contract cancelled or terminated? Yes _____ No _____

VI. PROPOSAL-CONTRACT FORM

The undersigned hereby proposes to furnish the City of Mentor, Ohio, the following items, in accordance with the specifications. and upon the terms and conditions of this proposal, providing this proposal or any part hereof is accepted as a contract by the City of Mentor.

ITEM NO.	DESCRIPTION	TOTAL PRICE
1.	CITY OF MENTOR ACCESS CONTROL UPGRADE	$_____

The Bidder hereby acknowledges receipt of following addenda:

Addendum No.	_____	_____	_____	_____
Date:	_____	_____	_____	_____

CONDITIONS: The Instructions to Bidders, and the Specifications are a part of this contract as effectively as though they preceded the signatures of the parties. This contract is not valid until accepted and signed by the City of Mentor.

THIS PAGE HAS BEEN INTENTIONAL OMITTED IN ATTEMPT TO KEEP RECORD OF A PLANHOLDERS LIST.

CONTRACT (BF.11) AVAILABLE ONLY BY CONTACTING KYLE KASKY AT KASKY@CITYOFMENTOR.COM OR (440)974-5774

SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

TO: <CONTRACTOR>

PROJECT: <PROJECT NAME>

You are notified that your Bid which was opened on <BID OPENING DATE> has been accepted for items in the amount of <AWARD AMOUNT> at the unit bid prices as reflected in the bid tabulation contained herein for Base Bid and Alternates.

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

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

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

CITY OF MENTOR

_____

Kenneth J. Filipiak, City Manager

_____

Date

ACKNOWLEDGMENT

<CONTRACTOR>

_____

<SIGNATORY>

_____

Date

SAMPLE

CONTRACT

<PROJECT NAME>

THIS AGREEMENT, made and entered into at Mentor, Ohio, this _____ day of _____, <YEAR>, by and between the City of Mentor ("OWNER"), Ohio and <CONTRACTOR> ("CONTRACTOR").

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at its own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings; if any.

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof. Further he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to <LIQUIDATED DAMAGES AMOUNT> Per Day, for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for design and furnishing all materials and labor in building, constructing and testing and in all

SAMPLE

respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is <AMOUNT>.

This Contract shall be in full force and effect from the date of execution by the parties.

IN WITNESS WHEREOF: The parties hereunto affixed their signature the day and year first mentioned above.

<CONTRACTOR>

_____

<SIGNATORY>

CITY OF MENTOR

_____

Kenneth J. Filipiak, City Manager

I hereby certify that funds in the amount of <AMOUNT IN WORDS> 00/100 Dollars (<AMOUNT>) necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.

_____

Mate Rogonjic, Finance Director

APPROVED AS TO FORM:

_____

Joseph P. Szeman, Law Director

SAMPLE

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

A) CERTIFICATE OF INSURANCE FOR CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY AND AUTOMOTIVE INSURANCE POLICE

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

C) CERTIFICATE OF WORKER'S COMPENSATION

D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57
Submitted bond complying with ORC 153.54 and 153.571 (rollover bond) with Bid

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

E) DRUG-FREE SAFETY OR COMPARABLE PROGRAM

SAMPLE

DELINQUENT PERSONAL PROPERTY STATEMENT

<CONTRACTOR>, having been awarded a contract by the City of Mentor, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not (CIRCLE ONE)** charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

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

This statement will be incorporated into the Contract made between City of Mentor, Ohio, and <CONTRACTOR>, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	$_____
Penalties	$_____
Interest	$_____

<CONTRACTOR>

_____

<SIGNATORY>

SWORN TO BEFORE ME and subscribed in my presence this _____ day of

_____, <YEAR>.

_____
Notary Public

My commission expires: _____

SAMPLE

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF _____

_____ being duly sworn deposes and states as follows:

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

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

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

☐ Corporation organized and existing under the laws of the State of _____

☐ Labor organization

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

4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R)(3).

Affiant further sayeth naught.

By: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of

_____, <YEAR>.

_____
Notary Public

My commission expires: _____

SAMPLE

ESCROW WAIVER

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

<CONTRACTOR>

_____

<SIGNATORY>

CITY OF MENTOR

_____

Kenneth J. Filipiak, City Manager

SAMPLE

NOTICE TO PROCEED

Project: <PROJECT NAME>

Owner: City of Mentor
8500 Civic Center Boulevard
Mentor, Ohio 44060

To: <CONTRACTOR>

Date: _____

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by <COMPLETION DATE>.

CITY OF MENTOR

_____
Kenneth J. Filipiak, City Manager

SAMPLE

CONTRACTOR SHALL COMPLETE THE FOLLOWING AND RETURN WITHIN 10 DAYS OF NOTICE OF AWARD:

A) AFFIDAVIT OF COMPLIANCE WITH POLITICAL CONTRIBUTIONS LIMITATION (ORC 3517.13)

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

A) FINDINGS FOR RECOVERY – ORC 9.24

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

SECTION 3
GENERAL CONDITIONS

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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American Council of Engineering Companies

The Associated General Contractors of America — Skill · Responsibility · Integrity

ASCE American Society of Civil Engineers

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CONSTRUCTION SPECIFICATIONS INSTITUTE

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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

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

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

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

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

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

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

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

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

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

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

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

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

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

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

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

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

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

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

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

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

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

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

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

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

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

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

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

E. *Furnish, Install, Perform, Provide:*

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

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

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

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

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2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

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

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

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

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

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the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

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

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

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

3.02 *Reference Standards*

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

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

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

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

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

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

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

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

3.06 *Electronic Data*

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

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

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

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

4.01 *Availability of Lands*

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

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Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

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4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other 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.

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4.04 *Underground Facilities*

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

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

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

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

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4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

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

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

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permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

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

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

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

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.

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ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

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

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

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C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

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

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

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employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

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

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

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

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

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them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

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

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

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

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

6. include testing and startup; and

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

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

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

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

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

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

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

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5.08 *Receipt and Application of Insurance Proceeds*

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

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

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ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

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

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

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

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

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2. *Substitute Items:*

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

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

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

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

      1) shall certify that the proposed substitute item will:

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

         b) be similar in substance to that specified, and

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

      2) will state:

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

         b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

         c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

      3) will identify:

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

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

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

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

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

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

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

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entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

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use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

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

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

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

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

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor 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.

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6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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

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

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

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

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

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

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

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

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

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

C. *Submittal Procedures:*

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

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

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

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

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

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

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

D. *Engineer's Review:*

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

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

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Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

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

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

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

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;

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

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

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

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

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

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

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

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

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

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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 through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

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

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

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

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access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

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

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

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

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ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

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and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

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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,

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and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

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

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

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

10.02 *Unauthorized Changes in the Work*

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

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

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executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

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

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

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

1. deny the Claim in whole or in part;

2. approve the Claim; or

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

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

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E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

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

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

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

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

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

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

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

5. Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

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

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

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

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

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

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12.02 *Change of Contract Times*

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

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

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

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

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

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

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

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

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

3. as otherwise specifically provided in the Contract Documents.

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.

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

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

13.04 *Uncovering Work*

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

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

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

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

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architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

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

13.07 *Correction Period*

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

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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

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

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

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

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13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

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

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

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

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review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

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

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

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

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

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

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

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

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a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

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

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

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14.04 *Substantial Completion*

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

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

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

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

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

14.05 *Partial Utilization*

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

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1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

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

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

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

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

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

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

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

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

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d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

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2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

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dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

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2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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SECTION 4
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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

SC-1.01 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

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

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

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

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

SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

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

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

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

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

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

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

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

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

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

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

(d) Fire Damage $100,000

(e) *Umbrella Excess Liability – As needed to increase primary policy to required limits.

(f) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have General Aggregate apply to this project only (Per Project Aggregate Limit).

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

(a) Split Limits:

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

or

(b) Combined Single Limit

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

(c) Umbrella Excess Liability – as needed to increase Primary Policy to specified limits.

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

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

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

Add the following paragraphs:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with the Owner listed as the insured for the following limits:

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

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner's Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

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

SC-6.02(C) Add the following Paragraph:

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

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a

waiver and said taxes shall not be included in the Contract Price.

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

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

SC 6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17E:

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

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

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

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

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

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

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

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

4. Monitoring compliance with Laws and Regulations.

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

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

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

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

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

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

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

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

SC-14.02 (A) (3) Delete Section 14.02(A) (3) of the General Conditions in its entirety and insert the following:

Until the job is 50% complete, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. After the work is 50% complete, no further funds shall be retained and the Contractor shall be paid 100% of the estimated value of labor and material completed in acceptable form, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Upon the Owner's agreement that the project is substantially complete, the Retainage may be reduced to twice the value of the remaining punch list work subject to the recommendation of the Engineer and the approval by the Owner.

SC-14.02(A) (4) Add the following paragraph:

Payment for stored materials at invoice prices or at the unit price bid for materials, or the lesser value of the two, will be made for accepted nonperishable equipment and materials which are to be incorporated into the work, when accepted, delivered, properly stored, and protected upon the site and verified to the Engineer by a copy of the invoice. For materials and equipment meeting the foregoing conditions, the Owner will pay, when properly included in an approved estimate,

92% of the invoice value of the same. Subsequent to the inclusion of a payment for delivered materials in a progress payment, Contractor shall submit no later than the next payment submission, a partial waiver of lien from each and every supplier for whom delivered materials were paid. If no such waiver is submitted prior to or along with the next payment, the amount of delivered materials paid commensurate with that particular item will be deducted from future payments. No payment for delivered materials shall be made for any items that are scheduled to be incorporated in the work within 30 days of submission of the pay estimate. Delivered materials will not be paid in any given month for a total amount less than $5,000.00. Payment for delivered materials for such items as pipe backfill and roadway subbase will not be routinely considered.

SC-16.01 Delete Article 16 in its entirety and replace with the following:

2/11

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - MEDIATION/ARBITRATION

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.01 All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.02 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 9.09 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.08 and the failure to demand arbitration within said thirty days' period will result in Engineer's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.08 will be made later than ten days after the part making such demand has delivered written notice of intention to appeal as provided in paragraph 10.05.

16.03 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.02 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.04 Except as provided in paragraph 16.05 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joiner or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant, and the officers, directors, agents, employees, or consultants of any of them) who is not a party to this contract unless:

(A) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

(B) such other person or entity is substantially involved in a question or law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

(C) the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific references to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.05 Notwithstanding paragraph 16.04 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR herein under. CONTRACTOR shall include in all subcontracts required by paragraph 6.06(G) a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work and such Subcontractor. Nothing in this paragraph 16.05 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.

16.06 The award rendered by the arbitration will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

16.07 OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claim, counterclaims, disputes and other matters in questions between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by the American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.01 through 16.06, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten day time limits within which to file a demand for arbitration as provided in paragraphs 16.02 and 16.03 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - JUDICIAL SYSTEM

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.01 All claims, disputes and other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) will be decided through the _____County Court of Common Pleas. Arbitration will be entered into only if agreed upon in writing by both parties.

SECTION 5
SPECIFICATIONS

City of Mentor Responsibilities for PACS Deployment with PIV/PKI compliance

1. PIV / FBCA-Trusted Credential Responsibilities
    - Provide all PIV cards or FBCA-trusted PKI credentials for personnel requiring access at FIPS-mandated portals.
    - Provide PKI trust chain including root CA certificates, intermediate CA certificates, OCSP URLs, CRL URLs, and any cross-certification documentation.
    - Ensure OCSP/CRL endpoints are reachable by the PACS over the Owner's network.
2. Non-PIV Credential Responsibilities
    - Contractor will supply all non-PIV credentials for non-FIPS portals.
    - Owner must identify personnel requiring non-PIV credentials and provide enrollment information.
3. Network and Infrastructure Responsibilities
    - Provide network connectivity for PACS servers, workstations, and controllers.
    - Provide static IP addresses and required firewall rules.
    - Ensure certificate validation endpoints (OCSP/CRL) are accessible.
4. Existing System Integration Responsibilities
    - Provide access to existing intrusion systems, cameras, and fire alarm interfaces.
    - Provide contact information for existing system vendors.
5. User Enrollment Responsibilities
    - Provide user names, access levels, schedules, and credential assignments.
    - Provide updates to user lists as personnel change.
6. Physical Access Responsibilities
    - Provide building access for installation and commissioning.
    - Provide access to IDF/MDF rooms and secure areas as required.
7. Operational Responsibilities
    - Maintain PKI trust chain availability.
    - Coordinate with IT to ensure continued OCSP/CRL availability.
    - Provide ongoing user management and credential issuance for PIV/PKI credentials.

SECTION 28 05 24

FIRESTOPPING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. This section includes the fire stopping requirements for the Division 28 portions of the project. Items covered in this Section include, but are not limited to,
   1. Firestopping of Through Penetrations in Fire Rated Assemblies.
   2. Smoke Seals.
   3. Construction enclosing compartmentalized areas.

1.2 RELATED INFORMATION AND REQUIREMENTS

A. Related Sections
   1. Section 280526 – Grounding and Bonding for Electronic Safety and Security
   2. Section 280528 – Pathways for Electronic Safety and Security
   3. Section 281300 – Access Control System

B. Related Codes and Standards
   1. ASTM E 84, “Surface Burning Characteristics of Building Materials”.
   2. ASTM E 119, “Fire Tests of Building Construction and Materials”.
   3. ASTM E 814, “Fire Tests of Through Penetration Firestops”.
   4. ANSI/UL263, “Fire Tests of Building Construction and Materials”.
   5. ANSI/UL723, “Surface Burning Characteristics of Building Materials”.
   6. ANSI/UL1479, “Fire Tests of Through Penetration Firestops”.
   7. National Fire Protection Association (NFPA) – NFPA 101: Life Safety Code.
   8. National Fire Protection Association (NFPA) – NFPA 70: National Electrical Code
   9. The Ohio Building Code
   10. The Ohio Fire Code.
   11. International Building Code published by ICC.
   12. Underwriters Laboratories Inc. (UL) – Fire Resistance Directory.

1.3 PERFORMANCE REQUIREMENTS

A. Fire rated pathway devices shall be the preferred product and shall be installed in all locations where frequent cable moves, adds and changes will occur.

B. Where non- mechanical products are utilized, provide products that upon curing do no re-emulsify, dissolve, leach, breakdown or otherwise deteriorate over time from exposure to atmospheric moisture, sweating pipes, ponding water, or other forms of moisture characteristic during or after construction.

C. Where it is not practical to use a mechanical device, openings within floors and walls designed to accommodate telecommunications and data cabling shall be provided with re-enterable products that do not cure or dry.

1.4 SUBMITTALS

A. All submittals shall conform completely with the requirements of the Contract Documents.

B. Product Data
   1. For each type, provide manufacturer's standard catalog data for specified products demonstrating compliance with referenced standards and listing numbers of systems in which each product is to be used.

C. Shop Drawings
   1. Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance ratings. Show typical installation details including:
      a. Minimum and maximum allowable annular spacing
      b. Base material composition
      c. Firestop materials selected
      d. Applied thickness required to achieve the hourly rating

D. Certificates
   1. Submit product certificates signed by firestop system manufacturer certifying material compliance with applicable code and specified performance characteristics.

E. Installation Instructions
   1. Submit manufacturer's printed installation instructions.

1.5 QUALITY ASSURANCE

A. Products/Systems: Provide firestopping systems that comply with the following requirements:
   1. Firestopping tests are performed by a qualified, testing and inspection agency. A qualified testing and inspection agency is UL, or another agency performing testing and follow-up inspection services for firestop system acceptable to authorities having jurisdiction.
   2. Firestopping products bear the classification marking of qualified testing and inspection agency.

B. Installer Qualifications: Experience in performing work of this section who is qualified by the firestopping manufacturer as having been provided the necessary training to install firestop products in accordance with specified requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery:
   1. Manufacturer's original, unopened, undamaged containers, identification labels intact identifying product and manufacturer, date of manufacture; lot number; shelf life, if applicable; qualified testing and inspection agency's classification marking; and mixing instruction for multicomponent products.
   2. Handle and store products according to manufacturer's recommendations published in technical materials. Leave products wrapped or otherwise protected and under clean and dry storage conditions until required for installation.

B. Storage and Protection:
   1. Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.

1.7 PROJECT CONDITIONS

A. Do not install firestopping products when ambient or substrate temperatures are outside limitations recommended by manufacturer.

B. Do not install firestopping products when substrates are wet due to rain, frost, condensation, or other causes.

C. Maintain minimum temperature before, during, and for a minimum 3 days after installation of materials.

D. Do not use materials that contain flammable solvents.

E. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.

F. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.

G. Schedule installation of firestopping after completion of penetrating item installation but prior to covering or concealing of openings.

1.8 WARRANTY

A. Contractor shall provide written certification that all firestopping was installed in accordance with the manufacturer's written instructions for UL tested assemblies and that all firestop systems installed meet the firestopping requirements as herein specified.

1.9 COORDINATION

A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.

B. Coordinate sizing of sleeves, openings, core-drilled holes or cut openings to accommodate through-penetration firestop systems.

C. Schedule installation of firestopping after completion of penetrating item installation but prior to covering or concealing of openings.

1.10 PROTECTION

A. Where firestopping is installed at locations which shall remain exposed in the completed work, provide protection as necessary to prevent damage to adjacent surfaces and finishes, and protect as necessary against damage from other construction activities.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Single Source: Obtain firestop systems for each type of penetration and construction condition indicated only from a single manufacturer.

2.2 MATERIALS

A. General: Use only firestopping products that have been tested for specific fire resistance rated construction conditions conforming to construction assembly type, penetrating item type, annular space requirements, and fire rating involved for each separate instance.

B. Fire Rated Cable Pathways: Factory manufactured devices comprised of steel raceway with intumescent foam pads allowing 0 to 100 percent cable fill, the following products are acceptable:
   1. Specified Technologies Inc. (STI) EZ-PATH™ Fire Rated Pathway
   2. Hilti Speed Sleeve
   3. 3M Fire Barrier Pass Through Device, Square

C. Latex Sealants: Single component latex formulations that upon cure do not re-emulsify during exposure to moisture, the following products are acceptable:
   1. Specified Technologies Inc. (STI) SpecSeal® Series SSS Sealant
   2. Hilti Elastic Firestop Sealant
   3. 3M Fire Barrier Silicone Sealant

D. Firestop Putty: Intumescent, non-hardening, water resistant putties containing no solvents, inorganic fibers or silicone compounds, the following products are acceptable:
   1. Specified Technologies Inc. (STI) SpecSeal® Series SSP Putty
   2. Hilti Firestop Putty
   3. 3M Fire Barrier Moldable Putty

E. Firestop Pillows: Re-enterable, non-curing, mineral fiber core encapsulated with an intumescent coating contained in a flame-retardant poly bag, the following products are acceptable:
   1. Specified Technologies Inc. (STI) SpecSeal® Series SSB Pillows
   2. Hilti Firestop Cushions
   3. 3M Fire Barrier Pillows

PART 3 - EXECUTION

3.1 EXAMINATION

A. Before beginning installation, verify that substrate conditions previously installed under other sections are acceptable for installation of firestopping in accordance with manufacturer's installation instructions and technical information.

B. Surfaces shall be free of dirt, grease, oil, scale, laitance, rust, release agents, water repellants, and any other substances that may inhibit optimum adhesion.

C. Provide masking and temporary covering to protect adjacent surfaces.

D. Do not proceed until unsatisfactory conditions have been corrected.

E. Verify that environmental conditions are safe and suitable for the installation of the firestop products.

3.2 INSTALLATION

A. General: Install through-penetration firestop systems in accordance with Performance Criteria and in accordance with the conditions of testing and classification as specified in the published design.

B. Manufacturer's Instructions: Comply with manufacturer's instructions for installation of firestopping products.

C. All firestopping shall be installed in accordance to the UL rated system designed for the application.

D. Sleeves and core-drilled holes shall be sized at least 1-1/2" larger in diameter than penetrating items.

E. Installation of firestops shall be performed by applicators/installers qualified and trained by the Manufacturer.

F. Coordinate with plumbing, mechanical, electrical, and other trades to assure that all conduits, raceways, cables, cable trays, and other equipment which penetrate fire rated construction have been permanently installed prior to installation of firestops. Schedule and sequence the work to

assure that partitions and other construction which would conceal penetrations are not erected prior to the installation of firestop.

G. Gun grade sealants and putties shall be tooled into place to insure proper adhesion to penetrations and surrounding surfaces.

3.3 FIELD QUALITY CONTROL

A. Keep areas of work accessible until inspection by authorities having jurisdiction.

B. Where deficiencies are found, repair firestopping products so they comply with requirements.

C. Install work in full accordance with the rules, regulations, and safety requirements of Federal, State, County and City authorities having jurisdiction over premises. Do not construe this as relieving Contractor from compliance with any requirements of the Specifications which are in excess of Code requirements and not in conflict therewith.

D. Correct unacceptable firestopping and provide additional inspection to verify compliance with this Specification at no additional cost.

E. Finish surfaces of firestopping that is to remain exposed in the completed work to a uniform and level condition.

3.4 ADJUSTING AND CLEANING

A. Remove equipment, materials, and debris, leaving area in undamaged, clean condition.

B. Clean all surfaces adjacent to sealed openings to be free of excess firestopping materials and soiling as work progresses.

END OF SECTION 28 05 24

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SECTION 28 05 26

GROUNDING AND BONDING FOR ELECTRONIC SAFETY AND SECURITY

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. This section includes the grounding and bonding requirements for the Division 28 portions of the project. Items covered in this Section include, but are not limited to,
   1. Grounding and Bonding of Electronic Safety and Security Devices and equipment.

1.2 RELATED INFORMATION AND REQUIREMENTS

A. Related Sections
   1. Section 280524 – Firestopping
   2. Section 280528 – Pathways for Electronic Safety and Security
   3. Section 281300 – Access Control System

B. Related Codes and Standards
   1. EIA/TIA J-STD-607 – Grounding and Bonding
   2. National Fire Protection Association (NFPA) – NFPA 70: National Electrical Code
   3. The Ohio Building Code
   4. The Ohio Fire Code.
   5. International Building Code published by ICC.
   6. Underwriters Laboratories Inc. (UL).

1.3 SUMMARY

A. Section Includes:
   1. Grounding conductors.
   2. Grounding connectors.
   3. Grounding busbars.

1.4 DESCRIPTION

A. Provide a bonding conductor from each Local Control Panel and power supply cabinet to a local telecommunications grounding busbar where available in a building or structure, or if none available to the electrical circuit breaker panel ground bus servicing This equipment.

B. All work shall be in compliance with NEC, Article 250 and EIA/TIA J-STD-607.

PART 2 - PRODUCTS

2.1 GENERAL

A. Grounding rods shall be copper clad, molten-welded copper to steel; unless otherwise designated, 0.625" diameter x 10 ft. long.

B. Clamps and continuity devices shall be non-ferrous material, UL approved. Connections to ground rods and all underground connections shall be "Thermoweld" or "Cadweld".

C. Ground conductors shall be insulated, identified by green insulation or by painting or taping green at all accessible locations and shall be connected with approved connectors and terminators to boxes, devices, equipment, etc. and to ground bars in panels.

2.2 BONDING CONDUCTORS

A. Conductor shall be minimum #6AWG and may be either stranded or solid, insulated or bare.

B. Cable as manufactured by Superior/Essex, Rome, AIWC.

PART 3 - EXECUTION

3.1 The complete metal conduit system shall be used for the equipment grounding system. Conduit systems and associated fittings and terminations shall be made mechanically tight to provide a continuous electrical path to ground and shall be safely grounded at all equipment by bonding all metallic conduit to the equipment enclosures with locknuts cutting through paint or enclosures. Bond all conduits entering panels and equipment with a ground wire connecting the grounding type bushings to the equipment ground bar. Conductors shall be sized per NEC tables 250-66 and 250-122. Bond all communications conduit systems to ground.

3.2 Where power is provided, in addition to using the conduit system for grounding, a complete auxiliary green wire equipment grounding system shall be installed, continuous from main ground, through distribution and branch circuit panelboards and paralleling all feeders and branch circuit wiring. Grounding conductor sizes shall comply with NEC table 250-122, minimum size shall be #12 copper except #14 on control circuits. This shall apply to all circuits rated 100 volts or more above ground potential.

A. Connect ground terminal on wiring devices to auxiliary green wire equipment grounding system.

3.3 Cord connected device and equipment frames shall be grounded to the equipment grounding system through a green wire in the cord.

3.4 GROUNDING/BONDING CONNECTIONS

A. Ground all shield drain wires from all shielded signal cabling, to the associated equipment cabinet’s or rack’s ground busbar. However, if no busbar is furnished in the equipment, This Contractor shall provide a busbar internally to the cabinet as furnished or recommended by the equipment manufacturer. Utilize this ground busbar for said bonding. Bond only the cabinet/rack end of the shield.

B. All grounding and bonding shall be in conformance with the National Electric Code, article 250 and as recommended by EIA/TIA-607.

C. Security Systems’ Telecommunications Service entrance equipment and primary protection panels, shall be bonded to the grounding system utilized by This Specification Section. Coordinate with serving utilities regarding configuration of grounding connections.

D. All connection to supplemental systems ground busbars (TGB or TMGB) shall be made using two hole listed lugs appropriate for mounting provisions in the supplied ground bar. Both holes shall be effectively mechanically affixed to the busbar.

3.10 TESTING GENERAL

A. The Contractor shall be responsible for testing any supplemental grounding provided.

B. No testing shall be executed until the entire system has had the Owner approved labeling scheme applied and accepted.

C. Testing for bonding of cabinets/racks for This project shall be a simple continuity test
   1. from the designed bonding terminal of the cabinet/rack to the current carrying material of the cabinet or rack,
   2. from the designed bonding terminal of the cabinet/rack to the bonding point of the facility grounding system, and
   3. from the current carrying material of the cabinet or rack to the bonding point of the facility grounding system.

3.11 LABELING

A. The Contractor shall be responsible for labeling all grounding equipment, cable, etc. provided on This project in accordance with the guidelines as described herein.

3.12 AS-BUILT DOCUMENTATION

A. Copies of all approved shop drawings with the Engineer’s stamp.

B. Copy of all test reports.

C. Technology drawings updated with final as-Built information. This shall be in the form of a complete set of Technology drawings with as-built information indicated in colored pen based upon actual field conditions.

D. System schematic and block diagrams for technology grounding system updated with final as-built information. These drawings shall define the exact arrangement of each system including wiring configuration, device locations and cable types.

END OF SECTION 28 05 24

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SECTION 28 05 28

PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Section includes the requirements for pathway hardware for the project. Items for this Section include, but are not limited to:
   1. Metal conduits, tubing, and fittings.
   2. Metal wireways and auxiliary gutters.
   3. Nonmetallic wireways and auxiliary gutters.
   4. Surface pathways.
   5. Boxes, enclosures, and cabinets.

1.2 RELATED INFORMATION AND REQUIREMENTS

A. Related Sections
   1. Section 280524 – Firestopping
   2. Section 280526 – Grounding and bonding for Electronic Safety and Security
   3. Section 281300 – Access Control System

B. Related Codes and Standards
   1. National Fire Protection Association (NFPA) – NFPA 70: National Electrical Code
   2. ANSI/TIA/EIA-569-B – Telecommunications Pathways and Spaces
   3. The Ohio Building Code
   4. The Ohio Fire Code.
   5. International Building Code published by ICC.
   6. Underwriters Laboratories Inc. (UL).

1.3 DEFINITIONS

A. EMT: Electric Metallic Tube conduit.

1.4 ACTION SUBMITTALS

A. Product Data: For surface pathways, wireways and fittings, and cabinets.

B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

PART 2 - PRODUCTS

2.1 All products shall be new and UL listed for the purpose for which it is being utilized.

2.2 METAL CONDUITS AND FITTINGS

A. Description: Metal raceway of circular cross section with manufacturer-fabricated fittings.

B. General Requirements for Metal Conduits and Fittings:
   1. Listed and labeled as defined in NFPA 70, by a nationally recognized testing laboratory, and marked for intended location and application.
   2. Comply with TIA-569-D.

C. EMT: Comply with ANSI C80.3 and UL 797.

D. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
   1. Fittings for EMT:
      a. Material: Steel.
      b. Type: Set screw or compression.
   2. Expansion Fittings: PVC or steel to match conduit type, complying with UL-467, rated for environmental conditions where installed, and including flexible external bonding jumper.

2.3 SURFACE METAL PATHWAYS

A. Description: Galvanized steel with snap-on covers, complying with UL 5.

B. Finish: Prime coated, ready for field painting. Match surface of structure in finished, unless otherwise noted. Stock finish in unfinished areas.

C. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

D. Comply with TIA-569-D.

2.4 SURFACE NONMETALLIC PATHWAYS:

A. Description: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC.

B. Finish: Texture and color selected by Architect from manufacturer's standard colors.

C. Product shall comply with UL 94 V-0 requirements for self-extinguishing characteristics.

D. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

E. Comply with TIA-569-D.

2.5 HOOKS

A. Provide pre-manufactured cable supports as manufactured by B-Line, Cablofil, Caddy or Panduit.

B. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

C. Comply with TIA-569-D.

D. Galvanized steel.

E. J shape.

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION

A. Cabling shall utilize specified and code compliant pathway hardware. Routing of cabling across building structure such as beams, ceiling framing, etc. without the use of said hardware is expressly forbidden.

B. Cable supports shall be secured to building structure through threaded rod, beam clamps or other UL approved supports as required by site conditions. Components shall provide a minimum cable support point spacing no greater than 60”.

C. Cable pathways shall provide the following minimum clearances:
   1. Motors and transformers – 4 ft.
   2. Conduit and cable used for electrical power distribution – 1 ft.
   3. Fluorescent lighting – 5 inches.
   4. Power lines up to 5 kV – 5 inches.
   5. Power lines over 5 kV. – 24 inches.

D. Restore fire rating and smoke stoppage integrity where all wireways, raceways and cable trays pierce walls, floors and ceilings by sealing with approved means.

E. Provide necessary pathways in areas that have exposed structure or plastered ceilings to provide a wiring path for cables from area above suspended ceilings to respective backboards. For spans greater than 48” provide continuous conduit pathways that shall start/end within 3” of the hard façade structure, terminating the conduit with a non-metallic bushing having deburred the end of the conduit, and bonding the conduit to the associated ground of the system being routed.

F. No non-metallic or combustible materials shall be installed in ceiling or other plenums used for circulating room air used for heating, ventilation or cooling.

G. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.

3.2 CONDUIT SYSTEMS

A. Comply with the following standards for installation requirements except where requirements on Drawings or in this Section are stricter:
   1. NECA 1.
   2. NECA/BICSI 568.
   3. TIA-569-D.
   4. NECA 101.

B. Comply with NFPA 70 limitations for types of pathways allowed in specific occupancies and number of floors.

C. Keep pathways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal pathway runs above water and steam piping.

D. Support conduit within 12 inches of enclosures to which attached.

E. Install no more than the equivalent of two 90-degree bends in any pathway run. Support within 12 inches of changes in direction.

F. Where conduit route exceeds 100’ in total length or bends for the total route in excess of 180 deg, provide a pullbox to maintain conduit run length and/or bend radius requirements. Pullbox shall be sized per code, unless otherwise indicated.

G. Install pathways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus one additional quarter-turn.

H. Conduit and wiring above accessible ceilings shall be run as high as possible, above piping and ductwork, so as to not interfere with mechanical trades, access to mechanical and electrical devices and to allow freedom to remove ceiling panels.

I. Provide a nylon pull cord in each empty conduit run.

3.3 SURFACE PATHWAYS

A. Install surface pathway for surface devices and outlet boxes only where indicated on Drawings.

B. Install surface pathway with a minimum 2-inch radius control at bend points.

C. Secure surface pathway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight pathway section. Support surface pathway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

3.4 HOOKS

A. Hooks must be sized to accommodate 100% spare capacity of the final installed cable base.

B. Bridle rings shall not be acceptable.

C. The drawings do not indicate specific routes for cables. The Electronic Safety and Security Contractor is responsible for developing all cabling routes utilizing existing cable management pathways and systems or providing supplemental management pathways and systems so that

all structured cabling adhere to specific codes and standards specifically developed for the installation of such cables. Where the use of existing cable management systems and pathways would cause the structured cable system to violate specific codes and standards regarding cable lengths, environments, proximity to EMI and RF noise sources, etc., the Electronic Safety and Security Contractor shall be responsible for developing alternative pathways and shall include all labor and material for doing so within the scope of this work.

D. In areas where there is not an installed raceway system (conduits or cable tray) and a cable support system is required, this contract shall be responsible for providing a cable management system. Where cables are installed open wired through the use of cable management systems, they shall be installed such that there is a minimum sag of 4 inches for every 4 foot of horizontal run. Cable pathways shall provide the following minimum clearances:
   1. Motors and transformers – 4'.
   2. Conduit and cable use for electrical power distribution – 1'.
   3. Fluorescent lighting – 5".
   4. Power lines up to 2kVA – 5".
   5. Power lines over 5kVA – 24" cable management system shall be secured to building structure utilizing manufactured approved methods and hardware.

E. Cable management system support components shall be designed with wide support surfaces that do not cause cables to be bent, crushed or otherwise deformed when installed within component loading parameters. Cable management system shall meet UL standards and be UL labeled. Utilizing elements of the building's structure such as beams, joists, etc. to hang cable from will not be acceptable.

3.2 IDENTIFICATION / LABELING

A. All continuous Electronic Safety and Security pathways such as conduit, cable tray, etc. shall be labeled to indicate origination and destination. Label shall be applied every 50' wherever accessible or subject to administration. Coordinate label information with Owner.

B. Label shall consist of mechanically printed, permanent adhesive label, applied to cleaned / prepped area of raceway.

3.5 AS-BUILT DOCUMENTATION

A. Provide a complete set of architectural floor plan drawings indicating final communications pathway systems with accurate "as-built" locations to show the actual route for the communications systems pathways.

B. Drawings shall indicate each pathway type and provide sizing information such as conduit/innerduct diameter, cable tray width, cable management ring size, etc.

C. Component Service Manuals: Include information for testing, repair, troubleshooting, assembly, disassembly, and required / recommended maintenance intervals for all types of pathways.

3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 28 05 24 Firestopping.

B. Restore fire rating and smoke stoppage integrity where all wireways, raceways and cable trays pierce walls, floors and ceilings by sealing with approved means.

END OF SECTION 28 05 28

SECTION 28 13 00

ACCESS CONTROL SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. This Section includes the requirements for the turn-key installation of a replacement access control system, and associated hardware, software and accessories.

1.2 RELATED REQUIREMENTS

A. Related Sections
   1. Section 280524 – Firestopping
   2. Section 280526 – Grounding and Bonding for Electronic Safety and Security
   3. Section 280528 – Pathways for Electronic Safety and Security

B. Related Code and Standards
   1. National Fire Protection Agency
      a. NFPA 1 – Fire Code
      b. NFPA 70 – National Electrical Code
      c. NFPA 72 – National Fire Alarm and Signaling Code
      d. NFPA 101– Life Safety Code.
   2. The Ohio Building Code
   3. The Ohio Fire Code
   4. Underwriters Laboratories Inc. (UL)
   5. National Institute of Standards and Technologies
      a. Federal Information Processing Standards (FIPS)
         i. FIPS 201
         ii. FIPS 140, current revisions and additions
      b. NIST SP 800-116

   6. Security Industry Association
      a. ANSI/SIA CP-01-2019 – Control Panel Standard – Features for False Alarm Reduction
      b. SIA AC-01-1996.10 Access Control Standard Protocol for the 26-bit Wiegand Reader Interface
      c. SIA TVAC-01-2001.04 CCTV to Access Control Standard – Message Set for System Integration

1.3 DESCRIPTION

A. Provide a complete and fully operational enterprise access control system consisting of a single system administrated via one or more networked PC on the City's network. No split systems shall be accepted.

B. The ACS shall be comprised of hardware and software including, but not limited to, a centralized database server and management platform, local control panels, power supplies and edge devices such as credential readers, door position switches, other sensory or controlled devices, which shall provide controlled access and monitoring

throughout the facility as indicated in the Drawings or otherwise stated or implied in these Documents.

C. The system includes door/credential readers and controlled areas that require compliance with federal Personal Identity Verification (PIV) requirements under FIPS 201-3, as well as cryptographic module requirements under FIPS 140-3. While drawings and diagrams illustrate the intended system architecture and identify portals requiring this compliance, approved manufacturers listed in Part 2 of this Specification may implement differing architectures to achieve these requirements. It is the intent of this Specification that the successful bidder/integrator shall furnish all hardware, software, firmware, and licensing necessary to implement both FIPS/PIV-compliant portals and non-compliant portals as one unified enterprise PACS with a centralized database, unified credential management, and consistent administrative workflows. Under no circumstances shall the bidder propose, furnish, or support separate subsystems, isolated controllers, or divergent architectures for FIPS-required versus non-FIPS-required portals.

D. Any questions regarding the scope, interpretation, or magnitude of this requirement shall be submitted during the bidding period within the timeframe required for issuance of addenda. Failure to request clarification shall constitute acceptance of the Specification as written, and the successful bidder shall bear all costs associated with any misinterpretation of the Contract Documents. The Contractor shall include all power supplies, batteries and other peripheral devices required to provide a fully functional system as described herein, and indicated on the Drawings.

E. The Contractor shall provide sufficient cabinets, card and related hardware to control all doors, door contacts and other related devices indicated on the drawings plus spare capacity of 25% per building. This spare capacity shall be distributed throughout the system control panels on a building-by-building basis.

F. The Contractor shall interface the Fire Alarm System with the Access Control System. Contractor shall coordinate exact requirements with Fire Alarm System Contractor. Provide all required points of interface outside the Fire Alarm System and FASys remote relays.

G. The ACS shall be accessible by means of Apple or Android powered smartphones, either via cellular connection or via the City’s network.

H. In addition to the required hardware to provide these functions, the Contractor shall provide as may be required, individual servers or building controllers, reporting to a centralized server that shall provide the required access to administer the system, as well as a minimum all required client software licenses to be installed on each of the workstations.

I. The Contractor shall integrate (1) one existing security camera for each access controlled door. Provide (1) one license per camera/door integration.

J. The Contractor shall integrate the existing, on-site Intrusion System where applicable for each building having existing intrusion detection. Contractor shall coordinate and work with the Owner’s intrusion detection vendor to monitor the state of the intrusion system, and annunciate events on the access control management console, and log the event to the access control database.

K. The system shall provide local and remote operational control of all access points and alarm sensors.

L. The system shall utilize supervised circuits for all switches, door contacts, push buttons or other closure-based points of interface.

1.4 DEFINITIONS

A. Central Station: As used in this context shall mean computers and/or servers functioning as the headend of the system.

B. CPU: Central processing unit.

C. Credential: Data assigned to an entity and used to identify that entity.

D. dpi: Dots per inch.

E. FBCA: Federal Bridge Certification Authority: A federal trust framework that enables interoperability between federal and non-federal public key infrastructures (PKIs). The FBCA does not issue credentials; it provides cross-certification so that credentials issued by trusted PKIs can be validated by systems relying on federal trust anchors.

F. FIPS 140-3 (Security Requirements for Cryptographic Modules): The federal standard governing the design, implementation, and validation of cryptographic modules used to secure communications, credential authentication, and certificate processing within the PACS.

G. FIPS 201-3 (Personal Identity Verification – PIV): The federal standard specifying requirements for identity credentials used by federal employees and contractors, including card structure, authentication mechanisms, certificate validation, and interoperability requirements for physical access control systems.

H. FIPS Mandated Portal: Any door, gate, or controlled access point designated in the Contract Documents as requiring PIV authentication and compliance with FIPS 201-3 and FIPS 140-3.

I. GFI: Ground fault interrupter.

J. Identifier: A credential card; keypad personal identification number; or code, biometric characteristic, or other unique identification entered as data into the entry-control database for the purpose of identifying an individual. Where this term is presented with an initial capital letter, this definition applies.

K. I/O: Input/Output.

L. LAN: Local area network.

M. Location: A Location on the network having a PC-to-controller communications link, with additional controllers at the Location connected to the PC-to-controller link with a TIA 485-A communications loop. Where this term is presented with an initial capital letter, this definition applies.

N. PACS: Physical Access Control System. The complete enterprise system of servers, controllers, readers, software, databases, credential management tools, and communication infrastructure used to control and monitor physical access to facilities.

O. PC: Personal computer. Applies to the central station, workstations, and file servers.

P. PCI Bus: Peripheral Component Interconnect. A peripheral bus providing a high-speed data path between the CPU and the peripheral devices such as a monitor, disk drive, or network.

Q. PDF: Portable Document Format. The file format used by the Acrobat document-exchange-system software from Adobe.

R. PIV: Personal Identity Verification A government-issued smart card meeting FIPS 201-3 requirements, containing certificates, keys, and data objects used for high-assurance identity authentication.

S. RAS: Remote access services.

T. RF: Radio frequency.

U. ROM: Read-only memory. ROM data are maintained through losses of power.

V. TCP/IP: Transport control protocol/Internet protocol incorporated into Microsoft Windows.

W. Trusted Credential: A PIV card or other PKI-based credential issued by a certificate authority that is cross-certified with the Federal Bridge Certification Authority (FBCA) and capable of supporting certificate validation, revocation checking, and authentication workflows required under FIPS 201-3.

X. TWAIN: Technology without an Interesting Name. A programming interface that lets a graphics application, such as an image editing program or desktop publishing program, activate a scanner, frame grabber, or other image-capturing device.

Y. UPS: Uninterruptible power supply.

Z. USB: Universal serial bus.

AA. WAN: Wide area network.

BB. WAV: The digital audio format used in Microsoft Windows.

CC. WMP: Windows media player.

DD. Wiegand: Patented magnetic principle that uses specially treated wires embedded in the credential card.

EE. Windows: Operating system by Microsoft Corporation.

FF. Workstation: A PC with software that is configured for specific, limited security-system functions.

GG. WYSIWYG: What You See Is What You Get. Text and graphics appear on the screen the same as they will in print.

1.5 GENERAL REQUIREMENTS

A. All Drawings and Specifications shall be considered as complementary to each other. The Contractor shall provide all cabling, equipment, devices, etc. required to fulfill the

intent of the design. Items specified, but not drawn, or drawn but not specified shall be considered as being provided as if they had been explicitly called out in both.

B. The Contractor shall provide all cabling, system I/O, programming and related hardware to provision all computer-controlled access to doors as indicated on the Drawings. The Contractor shall assure that all required doors are provisioned with the necessary access control hardware, programming and other work required to fulfill the intent of the ACS.

C. The Contractor shall provide all Technology Systems and Cabling Infrastructure as indicated in the Documents, or as may be required for a completely turn-key solution.

D. The Contractor shall coordinate with all sub-contractors to assure the execution of these Documents and their intent. Any equipment or devices either not installed, or installed in a fashion other than that indicated by the intent of these Documents, shall be Provided or re-worked so as to become compliant with the intent of these Documents. The financial responsibility for such additional Work or Materials shall be borne solely by This Contractor.

E. The Contractor shall provide all Work required to deliver to the Owner all systems and/or infrastructure, complete and functional, as indicated in these Documents. Any item(s) not indicated in any of These Documents but required to fulfill the intent of These Documents shall be provided at no additional cost to the Project.

F. Products Supplied but not installed by the Contractor
   1. None
   2. Contractor shall source and provide all required work, including, but not limited to, power and fire alarm that may be required.

G. Products Installed but not Supplied by the Contractor
   1. Contractor shall utilize all cabling and door edge devices. The Owner expects all existing cabling and devices to be fully functional. The Contractor shall, however, provide line-item pricing for the following:
      a. Credential Reader
      b. Credentials Contractor to provide non PIV/PKI credentials. Owner to provide PIV/PKI Credentials
      c. Door Contacts
      d. Request to Exit Motion Sensors
      e. Request to Exit Pushbuttons
      f. Electric Strike
      g. Magnetic Lock
      h. Composite Cable @ 50’, 100’, 150’, 200’ and 250’

H. Products furnished and/or installed by others requiring integration to the system.
   1. None.
   2. Contractor shall source and provide all required work, including, but not limited to, power and fire alarm that may be required.

1.6 PRODUCTS INCLUDE

A. Products included in this Specifications Include:
   1. Servers and Software
   2. Local Control Panels
   3. Power Supplies
   4. Credential Readers
   5. Request To Exit Pushbuttons

6. Remote Release Pushbuttons
7. Duress Pushbuttons
8. Request to Exit Motion Detectors
9. Door Position Switches

1.7 QUALITY ASSURRANCE

A. Qualifications:
1. Bidder Qualifications: To ensure the chosen bidder has the long-term interests of Owner in mind, the following shall be required to submit at bid time for this project. Failure to submit acceptable responses to any/all requirements shall be sufficient reason to eliminate a bidder from consideration. The Owner, in its sole discretion, shall reserve the right to waive any or all the requirements listed below on an individual basis.
   a. Bidder shall have a history of completing projects of like size and complexity for a minimum of 5 years.
   b. Bidder shall provide a list of a minimum of three (3) facilities (facility, contact name, title, address and current phone number) where the bidder has provided equipment and services of equivalent brand, size and scope within the last 3 years
   c. Bidder shall provide a minimum of one (1) facility (facility, contact name, title, address and current phone number) where the bidder has provided equipment and services of equivalent brand, size and scope that is at least five (5) years old.
2. Manufacturer Qualifications:
   a. At least 5 years of documented experience in the production of the specified products or as approved by Owner.
3. Contractor/Integrator Qualifications:
   a. An entity that employs installers and supervisors who are trained, approved and, where available, certified by the manufacturer. Full time qualified staff personnel shall be responsible and execute all programming, configuration and training. Subcontractors for the programming, configuration and/or training purposes shall not be acceptable, and may, at the discretion of the Owner, disqualify the bidder's bid submission.
   b. The Contractor or sub-Contractor if so executed shall currently maintain a locally run business within a 60-mile radius for a minimum of five years, and shall be an authorized distributor and service center for the supplied equipment having full warranty privileges.
   c. The Contractor or sub-Contractor if so executed shall maintain at his facility the necessary spare parts in the proper proportions as recommended by the equipment manufacturer to maintain and service the equipment being supplied. These facilities and inventory shall be made available for inspection by the Engineer

B. General:
1. Contractor shall Install all equipment, devices and cabling in compliance with all associated Codes and Regulations, and with the highest degree of workmanship in conformance with the documented standards and industry best practices that apply to these applications.
2. Contractor shall field verify all work site conditions, including dimensions and site lines prior to submitting shop drawings.
3. As stated elsewhere in these documents, the Contractor shall be knowledgeable in and perform all installation procedures in accordance with the current release of NFPA 70, the National Electrical Code, as well as any other applicable code or

regulations. Furthermore, all materials utilized in this installation shall be new and UL listed for the application for which it is being utilized.

4. The installation shall be neat and orderly and in accordance with the highest quality as documented in all current governing and industry standards as relating to the installation of said systems, including, but not limited to, NICET, ASIS, IEEE, EIA/TIA, and BICSI.
5. All terminations and programming shall be completed by technicians trained and certified by appropriate parties, including, but not limited to, NICET and the manufacturers from whom the various components are manufactured, as well as previously experienced in completing these tasks.

1.8 SUBMITTAL REQUIREMENTS

A. Contractor shall be required to provide submittals and shop drawings to Owner within twenty (20) calendar days of date of award notice, acknowledged with a binding letter of intent. Contractor shall be responsible to ensure that the dimensions and specifications of each component and all systems fit within the building allowances. The Owner and Engineer must review and approve all submittal documents prior to the start of work. Contractor shall advise the Owner of any discrepancy that could affect installation. If Contractor fails to notify Owner of any discrepancies, Contractor shall assume responsibility for providing the required equipment or correcting such discrepancies at no additional cost to Owner.

B. Submittals that are incomplete, deviate significantly from the requirements of the Contract Documents, or contain numerous errors will be returned without review for rework and re-submittal, and may result in back charges to the contractor

C. Approval of submitted items indicates only the acceptance of the manufacturer and quality. Specific requirements, arrangements, and quantities shall comply with the intent of the Contract Documents as interpreted by the Owner unless specifically approved in writing

D. Submittals shall be provided digitally in PDF electronic file format.

1.9 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include dimensions and data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings:
1. Create a master table of all equipment. Data shall include every piece of equipment. Fields shall include model number, manufacturer, serial number, location, and date of original installation. Where applicable, additional fields shall include, door/portal identification, edge devices associated, MAC address and IP address.
    a. Master table shall be submitted, if requested by the Engineer, at multiple times throughout the project. Submit for review and comment at initial award with devices listed, prior to installation and configuration for all remaining information except date of installation, and close out with all information complete.
2. Detail equipment and indicate dimensions, weights, required clearances, method of field assembly, components, and location.
3. Functional Block Diagram: Show single-line interconnections between components for signal transmission and control. Show cable types and sizes.

4. Dimensioned plan and elevations of equipment racks, control panels, and consoles. Show access and workspace requirements.
5. Wiring Diagrams: For power, signal, and control wiring.
6. Training itineraries: Itineraries for all expected training sessions

1.10 INFORMATIONAL SUBMITTALS

1. Compliance Verification: The Contractor shall submit documentation demonstrating compliance with FIPS 201-3 and FIPS 140-3 for all components used at FIPS-mandated portals, including:

    a. Manufacturer FIPS validation certificates

    b. Cryptographic module validation reports

    c. PIV authentication workflow documentation

    d. Reader/controller compatibility statements

    e. System architecture diagrams showing unified enterprise PACS design

    f. PKI Trust Chain Documentation: The Owner shall provide all required PKI trust anchors, including root and intermediate certificates, OCSP/CRL endpoints, and any cross-certification documentation required for validation of Owner-issued credentials through the Federal Bridge Certification Authority (FBCA). The Contractor shall configure the PACS to trust and validate these credentials and shall demonstrate successful certificate validation during commissioning.

    g. Credential Validation Testing: The Contractor shall perform full end-to-end testing of PIV and FBCA-trusted credential authentication at all FIPS-mandated portals, including certificate path validation, revocation checking, OCSP/CRL response handling, TLS-secured communications, and fail-secure behavior.

    h. Credential Source Requirements: The Owner shall provide all PIV or FBCA-trusted PKI credentials intended for use at FIPS-mandated portals. The Contractor shall provide all non-PIV credentials required for non-mandated portals. The Contractor shall not issue, generate, substitute, or provide credentials for any PIV or FBCA-trusted authentication workflow.

2. Factory Certification:

    a. All PACS components used for PIV authentication shall be listed on the current GSA APL (Approved Products List) or shall include documentation demonstrating equivalent federal evaluation.

B. Field quality-control reports.

C. Product Warranty: Sample of special warranty.

1.11 CLOSEOUT SUBMITTALS

A. "Operation and Maintenance Data," include the following:

1. Master table of all devices and equipment with all information included. Provide comprehensive list of all user-names and passwords.
2. Training Itinerary and sign-offs.
3. Lists of spare parts and replacement components recommended to be stored at the site for ready access.

1.12 PROJECT CONDITIONS

A. Environmental Conditions: Capable of withstanding the following environmental conditions without mechanical or electrical damage or degradation of operating capability:
1. Control Station: Rated for continuous operation in ambient temperatures of 60 to 85 deg F and a relative humidity of 20 to 80 percent, noncondensing.
2. Interior, Controlled Environment: System components, except central-station control unit, installed in air-conditioned interior environments shall be rated for continuous operation in ambient temperatures of 36 to 122 deg F dry bulb and 20 to 90 percent relative humidity, noncondensing. Use NEMA 250, Type 1 enclosures.
3. Interior, Uncontrolled Environment: System components installed in non-air-conditioned interior environments shall be rated for continuous operation in ambient temperatures of 0 to 122 deg F dry bulb and 20 to 90 percent relative humidity, noncondensing. Use NEMA 250, Type 3R enclosures.
4. Exterior Environment: System components installed in locations exposed to weather shall be rated for continuous operation in ambient temperatures of minus 30 to plus 122 deg F dry bulb and 20 to 90 percent relative humidity, condensing. Rate for continuous operation when exposed to rain as specified in NEMA 250, winds up to 85 mph and snow cover up to 24 inches thick. Use NEMA 250, Type 4X enclosures.
5. Hazardous Environment: System components located in areas where fire or explosion hazards may exist because of flammable gases or vapors, flammable liquids, combustible dust, or ignitable fibers shall be rated, listed, and installed according to NFPA 70.
6. Corrosive Environment: System components subject to corrosive fumes, vapors, and wind-driven salt spray in coastal zones. Use NEMA 250, Type 6P enclosures.
7. Security Environment: Camera housing for use in high-risk areas where surveillance equipment may be subject to physical violence.

1.13 GENERAL CONDITIONS

A. After-Sales Support
1. The Contractor shall be a factory-authorized and trained dealer of the system and shall be factory-trained and certified to maintain/repair the system after system acceptance.

1.14 WARRANTY

A. All components, parts, and assemblies supplied by the Manufacturer and installed by the Contractor shall be warranted against defects in material and workmanship for a period of not less than (5) five years (parts and labor), commencing upon date of Owner Acceptance of project. An, authorizedfactory-trained service representative shall provide warranty service. All costs associate with the labor required to effectively render services shall be included in the Warranty, and shall be provided to the Owner at no additional cost to the Owner. Warranty service shall include, but not be limited to:
1. All software and firmware upgrades.
2. Licensing renewals.
3. All other materials and installation.

B. The bidder shall produce a service agreement to the owner which encompasses an additional (5) five year agreement to complete all firmware and software updates.The service agreement shall be reviewed by the Owner, and at the discretion of the Owner, executed outside this Contract. The service shall be written to take effect on day after after fulfillment of Warranty period. The service agreement shall include all expenses associated with requirements to execute this agreement, including but not limited to:
   1. Manufacturer software and support agreement.
   2. Licensing renewals
   3. Technician labor for firmware and software updates.
   4. Maintenance and support for all installed systems and hardware provided under this specification.

PART 2 - PRODUCTS

2.1 Access Control System Manufacturer:

A. LenelS2

B. AMAG

C. Gallagher

D. For peripheral devices, refer to the specific paragraphs below.

2.2 DESCRIPTION OF SYSTEM

A. Security Access System: Microprocessor based central station/appliance and field-installed controllers, connected by a high-speed electronic-data transmission network.

B. The system hardware and software shall be a commercial off the shelf product of a reputable manufacturer with a history of providing systems designed for enterprise access control purposes for a minimum of at least 5 years.

C. All components, where applied to areas defined as requiring FIPS / PIV compliance, shall be selected only from the GSA APL (Approved Products List) as published by the US government.

D. The system shall be UL listed and approved for the application intended and shall be compliant with all standards and regulations that may apply. These listing and approvals shall include, but not be limited to, FCC, CE, UL 1950, UL 294, and UL 1076. The latter UL 1076 will be applied only to the overall system, including the host when available.

E. Network connecting the central station and owner provided workstations shall be provided by the owner.

F. The Local Control Panels (LCP) shall seamlessly interface to a dedicated centralized ACS Database Server (ACSDB). The ACSDB shall allow a central point of administration and reporting of all personnel records and activities, and shall be accessible by means of PC based application, as well as web based and smartphone.

2.3 OPERATION

A. Security access system shall use a single database for access-control and credential-creation functions.

B. Distributed Processing: A fully distributed processing system.
   1. Access-control information, including time, date, valid codes, access levels, and similar data, shall be downloaded to controllers so each controller can make access-control decisions.
   2. Intermediate controllers for access control are prohibited.
   3. In the event that communications with the central controller are lost, controllers shall automatically buffer event transactions until communications are restored, at which time buffered events shall be uploaded to the central station.

C. Number of Locations:
   1. Support at least 24 separate Locations using a single PC with combinations of direct-connect, dial-up, or TCP/IP LAN connections to each Location.
   2. Each Location shall have its own database and history in the central station.
   3. Locations may be combined to share a common database.

D. Data Capacity:
   1. 130 different card-reader formats.
   2. 999 comments.
   3. 48 graphic file types for importing maps.

E. Per Location Capacity:
   1. 128 reader-controlled doors.
   2. 50,000 total-access credentials.
   3. 2048 supervised alarm inputs.
   4. 2048 programmable outputs.
   5. 32,000 custom action messages per Location to instruct operator on action required when alarm is received.

F. System Network Requirements:
   1. System components shall be interconnected and shall provide automatic communication of status changes, commands, field-initiated interrupts, and other communications required for proper system operation.
   2. Communication shall not require operator initiation or response and shall return to normal after partial- or total-network interruption such as power loss or transient upset.
   3. System shall automatically annunciate communication failures to the operator and shall identify the communications link that has experienced a partial or total failure.

G. Central station shall provide operator interface, interaction, display, control, and dynamic and real-time monitoring. Central station shall control system networks to interconnect all system components, including workstations and field-installed controllers.

H. Field equipment shall include controllers, sensors, and controls.
   1. Controllers shall serve as an interface between the central station and sensors and controls.
   2. Data exchange between the central station and the controllers shall include down-line transmission of commands, software, and databases to controllers.
   3. The up-line data exchange from the controller to the central station shall include status data such as alarms, status reports, and entry-control records.
   4. Controllers are classified as entry-control type.

I. Error Detection:
   1. Use a cyclic code method to detect single- and double-bit errors, burst errors of eight bits or fewer, and at least 99 percent of all other multibit and burst errors between controllers and the central station.
   2. Interactive or product error-detection codes alone will not be acceptable.
   3. A message shall be in error if one bit is received incorrectly.
   4. Retransmit messages with detected errors.
   5. Allow for an operator-assigned two-digit decimal number to each communications link representing the number of retransmission attempts.
   6. Central station shall print a communication failure alarm message when the number of consecutive retransmission attempts equals the assigned quantity.
   7. Monitor the frequency of data transmission failure for display and logging.

J. Data Line Supervision: System shall initiate an alarm in response to opening, closing, shorting, or grounding of data transmission lines.

K. Door Hardware Interface:
   1. Electrical characteristics of controllers shall match the signal and power requirements of door hardware.

2.4 APPLICATION SOFTWARE

A. System Software: Based on 64 bit, Microsoft Windows or Linux central-station and workstation operating system and application software.
   1. Multiuser multitasking shall allow independent activities and monitoring to occur simultaneously at different workstations.
   2. Graphical user interface shall show pull-down menus and a menu-tree format.
   3. Capability for future additions within the indicated system size limits.
   4. Open architecture that allows importing and exporting of data and interfacing with other systems that are compatible with operating system.
   5. Password-protected operator login and access.

B. Application Software: Interface between entry-control controllers to monitor sensors, operate displays, report alarms, generate reports, and help train system operators.
   1. Reside at the central station, workstations, and controllers as required to perform specified functions.
   2. Operate and manage peripheral devices.
   3. Manage files for disk I/O, including creating, deleting, and copying files; and automatically maintain a directory of all files, including size and location of each sequential and random-ordered record.
   4. Import custom icons into graphics to represent alarms and I/O devices.
   5. Globally link I/O so that any I/O can link to any other I/O within the same Location without requiring interaction with the host PC. This operation shall be at the controller.
   6. Globally code I/O links so that any access-granted event can link to any I/O with the same Location without requiring interaction with the host PC. This operation shall be at the controller.
   7. Messages from PC to controllers and controllers to controllers shall be on a polled network that utilizes check summing and acknowledgment of each message. Communication shall be automatically verified, buffered, and retransmitted if message is not acknowledged.
   8. Selectable poll frequency and message time-out settings shall handle bandwidth and latency issues for TCP/IP, RF, and other PC-to-controller communications methods by changing the polling frequency and the amount of time the system waits for a response.

9. Automatic and encrypted backups for database and history backups shall be automatically stored at an Owner selected network location and encrypted with a nine-character alphanumeric password that must be used to restore or read data contained in backup.
10. Operator audit trail for recording and reporting all changes made to database and system software.
11. Support network protocol and topology, TCP/IP.

C. Workstation Software:
1. Password levels shall be individually customized at each workstation to allow or disallow operator access to program functions for each Location.
2. Workstation event filtering shall allow user to define events and alarms that will be displayed at each workstation. If an alarm is unacknowledged (not handled by another workstation) for a preset amount of time, the alarm will automatically appear on the filtered workstation.

D. Controller Software:
1. Controllers shall operate as autonomous, intelligent processing units.
   a. Controllers shall make decisions about access control, linking functions, and door-locking schedules for their operation, independent of other system components.
   b. Controllers shall be part of a fully distributed processing-control network.
   c. The portion of the database associated with a controller, and consisting of parameters, constraints, and the latest value or status of points connected to that controller, shall be maintained in the controller.
2. The following functions shall be fully implemented and operational within each controller:
   a. Monitoring inputs.
   b. Controlling outputs.
   c. Automatically reporting alarms to the central station.
   d. Reporting of sensor and output status to the central station on request.
   e. Maintaining real time, automatically updated by the central station at least once a day.
   f. Communicate with the central station.
   g. Executing controller resident programs.
   h. Diagnosing.
   i. Downloading and uploading data to and from the central station.
3. Controller Operations at a Location:
   a. Up to 64 controllers connected to TIA 485-A communications loop. Globally operating I/O linking and anti-passback functions between controllers within the same Location without central-station or workstation intervention. Linking and anti-passback shall remain fully functional within the same Location even when the central station or workstations are off-line.
   b. In the event of communication failure between the central station and a Location, there shall be no degradation in operations at the controllers at that Location. Controllers at each Location shall be connected to a memory buffer with a capacity to store up to 10,000 events; there shall be no loss of transactions in system history files until the buffer overflows.
   c. Buffered events shall be handled in a first-in-first-out mode of operation.
4. Individual Controller Operation:
   a. Controllers shall transmit alarms, status changes, and other data to the central station when communications circuits are operable. If communications are not available, controllers shall function in a stand-alone mode; operational data, including the status and alarm data

normally transmitted to the central station, shall be stored for later transmission to the central station. Storage capacity for the latest 1024 events shall be provided at each controller.

b. Card-reader ports of a controller shall be custom configurable for different card-reader or keypad formats. Multiple reader or keypad formats may be used simultaneously at different controllers or within the same controller.

c. Controllers shall provide a response to card readers or keypad entries in less than 0.25 seconds, regardless of system size.

d. Controllers that are reset, or powered up from a nonpowered state, shall automatically request a parameter download and reboot to their proper working state. This shall happen without any operator intervention.

e. Initial Startup: When controllers are brought on-line, database parameters shall be automatically downloaded to them. After initial download is completed, only database changes shall be downloaded to each controller.

f. On failure for any reason, controllers shall perform an orderly shutdown and force controller outputs to a predetermined failure-mode state, consistent with the failure modes shown and the associated control device.

g. After power is restored, following a power failure, startup software shall initiate self-test diagnostic routines, after which controllers shall resume normal operation.

h. After controller failure, if the database and application software are no longer resident, controllers shall not restart but shall remain in the failure mode until repaired. If database and application programs are resident, controllers shall immediately resume operation. If not, software shall be restored automatically from the central station.

5. Communications Monitoring:

a. System shall monitor and report status of TIA 485-A communications loop of each Location.

b. Communication status window shall display which controllers are currently communicating, a total count of missed polls since midnight, and which controller last missed a poll.

c. Communication status window shall show the type of CPU, the type of I/O board, and the amount of RAM for each controller.

6. Operating systems shall include a real-time clock function that maintains seconds, minutes, hours, day, date, and month. The real-time clock shall be automatically synchronized with the central station at least once a day to plus or minus 10 seconds. The time synchronization shall be automatic, without operator action and without requiring system shutdown.

E. PC-to-Controller Communications:

1. Central-station or workstation communications shall use the following:

a. Direct connection using serial ports of the PC.

b. TCP/IP LAN interface cards.

c. Dial-up or cable modems for connections to Locations.

2. Each serial port used for communications shall be individually configurable for "direct communications," "modem communications incoming and outgoing," or "modem communications incoming only," or as an ASCII output port. Serial ports shall have adjustable data transmission rates and shall be selectable under program control.

3. Use multiport communications board if more than two serial ports are needed.

a. Use a 4-, 8-, or 16-serial port configuration that is expandable to 32- or 64-serial ports.

b. Connect the first board to an internal PCI bus adapter card.

4. Direct serial, TCP/IP, and dial-up, cable, or satellite communications shall be alike in the monitoring or control of the system except for the connection that must first be made to a dial-up or voice-over IP Location.
5. TCP/IP network interface card (NIC) shall have an option to set the poll-frequency and message-response time-out settings.
6. PC-to-controller and controller-to-controller communications (direct, dial-up, or TCP/IP) shall use a polled-communication protocol that checks sum and acknowledges each message. All communications in this subparagraph shall be verified and buffered, and retransmitted if not acknowledged.

F. TCP/IP PC-to-Controller Communications:
1. Communication software on the PC shall supervise the PC-to-controller communications link.
2. Loss of communications to any controller shall result in an alarm at all PCs running the communication software.
3. When communications are restored, all buffered events shall automatically upload to the PC, and any database changes shall be automatically sent to the controller.

G. Controller-to-Controller Communications:
1. TCP/IP based Ethernet.

H. Database Downloads:
1. All data transmissions from workstations to a Location, and between controllers at a Location, shall include a complete database checksum to check the integrity of the transmission. If the data checksum does not match, a full data download shall be automatically retransmitted.
2. If a controller is reset for any reason, it shall automatically request and receive a database download from the workstation. The download shall restore data stored at the controller to their normal working state and shall take place with no operator intervention.

I. Operator Interface:
1. Inputs in system shall have two icon representations, one for the normal state and one for the abnormal state.
2. When viewing and controlling inputs, displayed icons shall automatically change to the proper icon to display the current system state in real time. Icons shall also display the input's state, whether armed or bypassed, and if the input is in the armed or bypassed state due to a time zone or a manual command.
3. Outputs in system shall have two icon representations, one for the secure (locked) state and one for the open (unlocked) state.
4. Icons displaying status of the I/O points shall be constantly updated to show their current real-time condition without prompting by the operator.
5. The operator shall be able to scroll the list of I/Os and press the appropriate toolbar button, or right click, to command the system to perform the desired function.
6. Override Groups Containing I/Os:
    a. System shall incorporate override groups that provide the operator with the status and control over user-defined "sets" of I/Os with a single icon.
    b. Icon shall change automatically to show the live summary status of points in that group.
    c. Override group icon shall provide a method to manually control or set to time-zone points in the group.
    d. Override group icon shall allow the expanding of the group to show icons representing the live status for each point in the group, individual control over each point, and the ability to compress the individual icons back into

one summary icon.

7. Schedule Overrides of I/Os and Override Groups:
    a. To accommodate temporary schedule changes that do not fall within the holiday parameters, the operator shall have the ability to override schedules individually for each input, output, or override group.
    b. Each schedule shall be composed of a minimum of two dates with separate times for each date.
    c. The first time and date shall be assigned the override state that the point shall advance to when the time and date become current.
    d. The second time and date shall be assigned the state that the point shall return to when the time and date become current.
    e. Copy command in database shall allow for like data to be copied and then edited for specific requirements, to reduce redundant data entry.

J. Operator Access Control:
1. Control operator access to system controls through three password-protected operator levels. System operators and managers with appropriate password clearances shall be able to change operator levels for operators.
2. Three successive attempts by an operator to execute functions beyond their defined level during a 24-hour period shall initiate a software tamper alarm.
3. A minimum of 1024 unique user accounts shall be available with the system software. System shall display the operator's name or initials in the console's first field. System shall print the operator's name or initials, action, date, and time on the system printer at login and logoff.
4. The password shall not be displayed or printed.
5. Each password shall be definable and assignable for the following:
    a. Selected commands to be usable.
    b. Access to system software.
    c. Access to application software.
    d. Individual zones that are to be accessed.
    e. Access to database.

K. Operator Commands:
1. Command Input: Plain-language words and acronyms shall allow operators to use the system without extensive training or data-processing backgrounds. System prompts shall be a word, a phrase, or an acronym.
2. Command inputs shall be acknowledged and processing shall start in not less than one second.
    a. Run system tests.
    b. Generate and format reports.
    c. Request help with the system operation.
        i. Include in main menus.
        ii. Provide unique, descriptive, context-sensitive help for selections and functions with the press of one function key.
        iii. Provide navigation to specific topic from within the first help window.
        iv. Help shall be accessible outside the application program.
    d. Entry-Control Commands:
        i. Lock (secure) or unlock (open) each controlled entry and exit up to four times a day through time-zone programming.
        ii. Arm or disarm each monitored input up to four times a day through time-zone programming.
        iii. Enable or disable readers or keypads up to two times a day through time-zone programming.
        iv. Enable or disable cards or codes up to four times a day per entry point through access-level programming.

e. Command Input Errors: Show operator input assistance when a command cannot be executed because of operator input errors. Assistance screen shall use plain-language words and phrases to explain why the command cannot be executed. Error responses that require an operator to look up a code in a manual or other document are not acceptable. Conditions causing operator assistance messages include the following:
   i. Command entered is incorrect or incomplete.
   ii. Operator is restricted from using that command.
   iii. Command addresses a point that is disabled or out of service.
   iv. Command addresses a point that does not exist.
   v. Command is outside the system's capacity

L. Alarms:
1. System Setup:
   a. Assign manual and automatic responses to incoming-point status change or alarms.
   b. Automatically respond to input with a link to other inputs, outputs, or operator-response plans; unique sound with use of WAV files; and maps or images that graphically represent the point location.
   c. Sixty-character message field for each alarm.
   d. Operator-response-action messages shall allow message length of at least 65,000 characters, with database storage capacity of up to 32,000 messages. Setup shall assign messages to access point.
   e. Secondary messages shall be assignable by the operator for printing to provide further information and shall be editable by the operator.
   f. Allow 25 secondary messages with a field of four lines of 60 characters each.
   g. Store the most recent 1000 alarms for recall by the operator using the report generator.
2. Software Tamper:
   a. Annunciate a tamper alarm when unauthorized changes to system database files are attempted. Three consecutive unsuccessful attempts to log onto system shall generate a software tamper alarm.
   b. Annunciate a software tamper alarm when an operator or other individual makes three consecutive unsuccessful attempts to invoke functions beyond the authorization level.
   c. Maintain a transcript file of the last 5000 commands entered at each central station to serve as an audit trail. System shall not allow write access to system transcript files by any person, regardless of their authorization level.
   d. Allow only acknowledgment of software tamper alarms.
3. Read access to system transcript files shall be reserved for operators with the highest password authorization level available in system.

M. Monitor Display: Display text and graphic maps that include zone status integrated into the display. Colors are used for the various components and current data. Colors shall be uniform throughout the system.
1. Color Code:
   a. FLASHING RED: Alerts operator that a zone has gone into an alarm or that primary power has failed.
   b. STEADY RED: Alerts operator that a zone is in alarm and alarm has been acknowledged.
   c. YELLOW: Advises operator that a zone is in access.
   d. GREEN: Indicates that a zone is secure and that power is on.

2. System test software enables operators to initiate a test of the entire system or of a particular portion of the system.
    a. Test Report: The results of each test shall be stored for future display or printout. The report shall document the operational status of system components.
3. Report-Generator Software: Include commands to generate reports for displaying, printing, and storing on disk and tape. Reports shall be stored by type, date, and time. Report printing shall be the lowest-priority activity. Report-generation mode shall be operator selectable but set up initially as periodic, automatic, or on request. Include time and date printed and the name of operator generating the report. Report formats may be configured by operators.
    a. Automatic Printing: Setup shall specify, modify, or inhibit the report to be generated; the time the initial report is to be generated; the time interval between reports; the end of the period; and the default printer.
    b. Printing on Request: An operator may request a printout of any report.
    c. Alarm Reports: Reporting shall be automatic as initially set up. Include alarms recorded by system over the selected time and information about the type of alarm such as door alarm, intrusion alarm, tamper alarm, etc., the type of sensor, the location, the time, and the action taken.
    d. Access and Secure Reports: Document zones placed in access, the time placed in access, and the time placed in secure mode.
    e. Custom Reports: Reports tailored to exact requirements of who, what, when, and where. As an option, custom report formats may be stored for future printing.
    f. Automatic History Reports: Named, saved, and scheduled for automatic generation.
    g. Cardholder Reports: Include data, or selected parts of the data, as well as the ability to be sorted by name, card number, imprinted number, or by any of the user-defined fields.
    h. Cardholder by Reader Reports: Based on who has access to a specific reader or group of readers by selecting the readers from a list.
    i. Cardholder by Access-Level Reports: Display everyone that has been assigned to the specified access level.
    j. Who Is "In" (Muster) Report:
        i. Emergency Muster Report: One-click operation on toolbar launches report.
        ii. Cardholder Report. Contain a count of persons who are "In" at a selected Location and a detailed listing of name, date, and time of last use, sorted by the last reader used or by the group assignment.
    k. Panel Labels Reports: Printout of control-panel field documentation including the actual location of equipment, programming parameters, and wiring identification. Maintain system installation data within system database so that data are available on-site at all times.
    l. Activity and Alarm On-Line Printing: Activity printers for use at workstations; prints all events, or alarms only.
    m. History Reports: Custom reports that allow the operator to select any date, time, event type, device, output, input, operator, Location, name, or cardholder to be included or excluded from the report.
        i. Initially store history on the hard disk of the host workstation.
        ii. Permit viewing of the history on workstations or print history to any system printer.
        iii. The report shall be definable by a range of dates and times with the ability to have a daily start and stop time over a given date range.
        iv. Each report shall depict the date, time, event type, event

description, and device; or I/O name, cardholder group assignment, and cardholder name or code number.

v. Each line of a printed report shall be numbered to ensure that the integrity of the report has not been compromised.

vi. Total number of lines of the report shall be given at the end of the report. If the report is run for a single event such as "Alarms," the total shall reflect how many alarms occurred during that period.

n. Reports shall have the following four options:

i. View on screen.

ii. Print to system printer. Include automatic print spooling and "Print To" options if more than one printer is connected to the system.

iii. "Save to File" with full path statement.

iv. System shall have the ability to produce a report indicating status of system inputs and outputs or of inputs and outputs that are abnormal, out of time zone, manually overridden, not reporting, or in alarm.

o. Custom Code List Subroutine: Allow the access codes of system to be sorted and printed according to the following criteria:

i. Active, inactive, or future activate or deactivate.

ii. Code number, name, or imprinted card number.

iii. Group, Location access levels.

iv. Start and stop code range.

v. Codes that have not been used since a selectable number of days.

vi. In, out, or either status.

vii. Codes with trace designation.

p. The reports of system database shall allow options so that every data field may be printed.

q. The reports of system database shall be constructed so that the actual position of the printed data shall closely match the position of the data on the data-entry windows.

N. Anti-Passback:

1. System shall have global and local anti-passback features, selectable by Location. System shall support hard and soft anti-passback.
2. Hard Anti-Passback: Once a credential holder is granted access through a reader with one type of designation (IN or OUT), the credential holder may not pass through that type of reader designation until the credential holder passes through a reader of opposite designation.
3. Soft Anti-Passback: Should a violation of the proper IN or OUT sequence occur, access shall be granted, but a unique alarm shall be transmitted to the control station, reporting the credential holder and the door involved in the violation. A separate report may be run on this event.
4. Timed Anti-Passback: A controller capability that prevents an access code from being used twice at the same device (door) within a user-defined amount of time.
5. The anti-passback schemes shall be definable for each individual door.
6. The Master Access Level shall override anti-passback.
7. System shall have the ability to forgive (or reset) an individual credential holder or the entire credential-holder population anti-passback status to a neutral status.

O. Time and Attendance:

1. Time and attendance reporting shall be provided to match IN and OUT reads and display cumulative time in for each day and cumulative time in for length designated in the report.

2. Shall be provided to match IN and OUT reads and display cumulative time in for each day and cumulative time in for length designated in the report.
3. System software setup shall allow designation of selected access-control readers as time and attendance hardware to gather the clock-in and clock-out times of the users at these readers.
    a. Reports shall show in and out times for each day, total time in for each day, and a total time in for period specified by the user.
    b. Allow the operator to view and print the reports, or save the reports to a file.
    c. Alphabetically sort reports on the person's last name, by Location or location group. Include all credential holders or optionally select individual credential holders for the report.

2.5 SYSTEM DATABASE

A. Access Control System Database (ACSDB) and database management software shall define and modify each point in database using operator commands. Definition shall include parameters and constraints associated with each system device.

B. The ACSDB and related management software shall operate on a dedicated server system, or network attached appliance. This ACSDB shall run all required services to access and interface to the ACSDB in order to administer personnel records. For reporting purposes, a browser-accessible reporting package shall be used. Dynamic on-line help shall be available within the software with step-by-step instructions available for common administration tasks.

C. A copy of all personnel records from the individual LCP’s shall be stored in the ACSDB and shall be available to all authorized operators.

D. Database Operations:
1. System data management shall be in a hierarchical menu-tree format, with navigation through expandable menu branches and manipulated with use of menus and icons in a main menu and system toolbar.
2. Navigational Aids:
    a. Toolbar icons for add, delete, copy, print, capture image, activate, deactivate, and muster report.
    b. Point and click feature to facilitate data manipulation.
    c. Next and previous command buttons visible when editing database fields to facilitate navigation from one record to the next.
    d. Copy command and copy tool in the toolbar to copy data from one record to create a new similar record.
3. Data entry shall be automatically checked for duplicate and illegal data and shall be verified for valid format.
4. System shall generate a memo or note field for each item that is stored in database, allowing the storing of information about any defining characteristics of the item. Memo field is used for noting the purpose for which the item was entered, reasons for changes that were made, and the like.

E. File Management:
1. File management shall include database backup and restoration system, allowing selection of storage media, including, but not limited to, optical media in the form of CD and/or DVD, USB stick memory, USB mass storage, and designated network resources.
2. Operations shall be both manual and automatic modes. The number of automatic sequential backups before the oldest backup will be overwritten; FIFO mode shall be operator selectable.

3. Backup program shall provide manual operation from any workstation on the LAN and shall operate while system remains operational.

F. Operator Passwords:
1. Support up to 32,000 individual system operators, each with a unique password.
2. Password shall require eight alphanumeric characters.
3. Allow passwords to be case sensitive.
4. Passwords shall not be displayed when entered.
5. Passwords shall have unique and customizable password profile, and allow several operators to share a password profile. Include the following features in the password profile:
   a. Predetermine the highest-level password profile for access to all functions and areas of program.
   b. Allow or disallow operator access to any program operation, including the functions of View, Add, Edit, and Delete.
   c. Restrict doors to which an operator can assign access.
6. Operators shall use a user name and password to log on to system. This user name and password shall be used to access database areas and programs as determined by the associated profile.
7. Make provision to allow the operator to log off without fully exiting program. User may be logged off but program will remain running while displaying the login window for the next operator.

G. Access Card/Code Operation and Management: Access authorization shall be by card, by a manually entered code (PIN), or by a combination of both (card plus PIN).
1. Access authorization shall verify the facility code first, the card or card-and-PIN validation second, and the access level (time of day, day of week, date), anti-passback status, and number of uses last.
2. Use data-entry windows to view, edit, and issue access levels. Access-authorization entry-management system shall maintain and coordinate all access levels to prevent duplication or the incorrect creation of levels.
3. Allow assignment of multiple cards/codes to a cardholder.
4. Allow assignment of up to four access levels for each Location to a cardholder. Each access level may contain any combination of doors.
5. Each door may be assigned four time zones.
6. Access codes may be up to 11 digits in length.
7. Software shall allow the grouping of locations so cardholder data can be shared by all locations in the group.
8. Visitor Access: Issue a visitor badge for data tracking or photo ID purposes without assigning that person a card or code.
9. Cardholder Tracing: Allow for selection of cardholder for tracing. Make a special audible and visible annunciation at control station when a selected card or code is used at a designated code reader. Annunciation shall include an automatic display of the cardholder image.
10. Allow each cardholder to be given either an unlimited number of uses or a number from one to 9999 that regulates the number of times the card can be used before it is automatically deactivated.
11. Provide for cards and codes to be activated and deactivated manually or automatically by date. Provide for multiple deactivate dates to be preprogrammed.

H. Security Access Integration:
1. Photo ID badging and photo verification shall use the same database as the security access and may query data from cardholder, group, and other personal information to build a custom ID badge.

2. Automatic or manual image recall and manual access based on photo verification shall also be a means of access verification and entry.
3. System shall allow sorting of cardholders together by group or other characteristic for a fast and efficient method of reporting on, and enabling or disabling, cards or codes.

I. Facility Codes: System shall accommodate up to 2048 facility codes per Location..

J. Operator Comments:
1. With the press of one appropriate button on the toolbar, the user shall be permitted to enter operator comments into the history at any time.
2. Automatic prompting of operator comment shall occur before the resolution of each alarm.
3. Operator comments shall be recorded by time, date, and operator number.
4. Comments shall be sorted and viewed through reports and history.
5. The operator may enter comments in two ways; either or both may be used:
   a. Manually entered through keyboard data entry (typed), up to 65,000 characters per each alarm.
   b. Predefined and stored in database for retrieval on request.
6. System shall have a minimum of 999 predefined operator comments with up to 30 characters per comment.

K. Group:
1. Group names may be used to sort cardholders into groups that allow the operator to determine the tenant, vendor, contractor, department, division, or any other designation of a group to which the person belongs.
2. System software shall have the capacity to assign one of 32,000 group names to an access authorization.
3. Make provision in software to deactivate and reactivate all access authorizations assigned to a particular group.
4. Allow sorting of history reports and code list printouts by group name.

L. Time Zones:
1. Each zone consists of a start and stop time for seven days of the week and three holiday schedules. A time zone is assigned to inputs, outputs, or access levels to determine when an input shall automatically arm or disarm, when an output automatically opens or secures, or when access authorization assigned to an access level will be denied or granted.
2. Up to four time zones may be assigned to inputs and outputs to allow up to four arm or disarm periods per day or four lock or unlock periods per day; up to three holiday override schedules may be assigned to a time zone.
3. Data-entry window shall display a dynamically linked bar graph showing active and inactive times for each day and holiday, as start and stop times are entered or edited.
4. System shall have the capacity for 2048 time zones for each Location.

M. Holidays:
1. Three different holiday schedules may be assigned to a time zone. Holiday schedule consists of date in format MM/DD/YYYY and a description. When the holiday date matches the current date of the time zone, the holiday schedule replaces the time-zone schedule for that 24-hour period.
2. Three separate holiday schedules may be applied to a time zone.
3. Holidays have an option to be designated as occurring on the designated date each year. These holidays remain in the system and will not be purged.
4. Holidays not designated to occur each year shall be automatically purged from the database after the date expires.

N. Access Levels:
1. System shall allow for the creation of up to 32,000 access levels.
2. One level shall be predefined as the Master Access Level. The Master Access Level shall work at all doors at all times and override any anti-passback.
3. System shall allow for access to be restricted to any area by reader and by time. Access levels shall determine when and where an Identifier is authorized.
4. System shall be able to create multiple door and time-zone combinations under the same access level so that an Identifier may be valid during different time periods at different readers even if the readers are on the same controller.

O. User-Defined Fields:
1. System shall provide a minimum of 99 user-defined fields, each with up to 50 characters, for specific information about each credential holder.
2. System shall accommodate a title for each field; field length shall be 20 characters.
3. A "Required" option may be applied to each user-defined field that, when selected, forces the operator to enter data in the user-defined field before the credential can be saved.
4. A "Unique" option may be applied to each user-defined field that, when selected, will not allow duplicate data from different credential holders to be entered.
5. Data format option may be assigned to each user-defined field that will require the data to be entered with certain character types in specific spots in the field entry window.
6. A user-defined field, if selected, will define the field as a deactivate date. The selection shall automatically cause the data to be formatted with the windows MM/DD/YYYY date format. The credential of the holder will be deactivated on that date.
7. A search function shall allow any one user-defined field or combination of user-defined fields to be searched to find the appropriate cardholder. The search function shall include a search for a character string.
8. System shall have the ability to print cardholders based on and organized by the user-defined fields.

P. Code Tracing:
1. System shall perform code tracing selectable by cardholder and by reader.
2. Any code may be designated as a "traced code" with no limit to how many codes can be traced.
3. Any reader may be designated as a "trace reader" with no limit to which or how many readers can be used for code tracing.
4. When a traced code is used at a trace reader, the access-granted message that usually appears on the monitor window of the central station shall be highlighted with a different color than regular messages. A short singular beep shall occur at the same time the highlighted message is displayed on the window.
5. The traced cardholder image (if image exists) shall appear on workstations when used at a trace reader.

2.6 SURGE AND TAMPER PROTECTION

A. Surge Protection: Protect components from voltage surges originating external to equipment housing and entering through power, communication, signal, control, or sensing leads. Include surge protection for external wiring of each conductor-entry connection to components.
1. Minimum Protection for Power Connections 120 V and More: as recommended by the manufacturer.

2. Minimum Protection for Communication, Signal, Control, and Low-Voltage Power Connections: as recommended by manufacturer for type of line being protected.

B. Tamper Protection: Tamper switches on enclosures, control units, pull boxes, junction boxes, cabinets, and other system components shall initiate a tamper-alarm signal when unit is opened or partially disassembled. Control-station control-unit alarm display shall identify tamper alarms and indicate locations.

2.7 CENTRAL STATION HARDWARE

A. Computer hardware defined within shall be used as a guideline and minimum level of expectation. Contractor shall verify optimal hardware configurations with the system manufacturers and provide system as recommended by the manufacturer that provide the best performance for the project specific system being provided, having capacity sufficient for 100% of the day 1 configuration with a growth potential of 50% including, but not limited to storage capacity for transactions and records, as well as throughput for an increase in overall system size and complexity.

B. The ACSDB CPU shall be a 100% Intel x64 based architecture running either Microsoft Windows Server 2012 R2 or greater (version as recommended by the ACSDB manufacturer) or Linux. As referenced above, these component requirements shall only act as a minimum guideline. Provide either the manufacturer recommended optimum configuration or that which is indicated below, whichever is greater.
1. Processor: Intel Core i5 2.8 GHz + (or equivalent, multi-core)
2. Ram: 16 Gb RAM
3. Hard Drive: RAID 5
4. OS Drive: Window 2012 R2 Server, Windows Server 2016, Windows Server 2019, or Linux as recommended by ACS manufacturer
5. Data Storage: Sized as recommended by ACS manufacturer based on Quantity of portals, size and complexity of system with a 50% growth factor.
6. Optical Drive: 8x Recordable DVD drive
7. Workstation Monitor: 24” monitor (1920 x 1080 resolution @ 75 Hz)
8. I/O: (4) USB
9. Mouse: USB mouse
10. Keyboard: Standard US 101 keyboard, USB
11. Network Adapter: 10/100 Ethernet
12. Display Adapter: HDMI
13. Power Supply: 400W minimum or as recommended by the ACS manufacturer whichever is greater
14. Real-Time Clock: Accuracy: ±1 min/month
    Time Keeping Format: 24-hour time format including seconds, minutes, hours, date, day, and month; resettable by software
    Clock shall function for one year without power.
    Provide automatic time correction once every 24 hours by synchronizing clock with the Time Service Department of the U.S. Naval Observatory

C. Acceptable manufacturer:
1. As supplied and configured by the ACS manufacturer
2. Dell
3. HP
4. Lenovo

D. UPS: Self-contained, dual conversion."
1. Size: Provide a minimum of twenty four hours of operation of the central-station equipment.
2. Batteries: Sealed, valve regulated, recombinant, lead calcium.

3. Accessories:
    a. Remote UPS monitoring via network.
    b. Battery monitoring.
    c. Remote battery monitoring.

2.8 LOCAL CONTROL PANELS

A. Controllers: Intelligent peripheral control unit, complying with UL 294, that stores time, date, valid codes, access levels, and similar data downloaded from the central station or workstation for controlling its operation.

B. Subject to compliance with requirements in this article, manufacturers may use multipurpose controllers.

C. Battery Backup: Sealed, lead acid; sized to provide run time during a power outage of 90 minutes, complying with UL 924.

D. Entry-Control Controller:
    1. Function: Provide local entry-control functions including one- and two-way communications with access-control devices such as card readers, keypads, biometric personnel identity-verification devices, door strikes, magnetic latches, gate and door operators, and exit push buttons.
        a. Operate as a stand-alone portal controller using the downloaded database during periods of communication loss between the controller and the field-device network.
        b. Accept information generated by the entry-control devices; automatically process this information to determine valid identification of the individual present at the portal:
            i. On authentication of the credentials or information presented, check privileges of the identified individual, allowing only those actions granted as privileges.
            ii. Privileges shall include, but are not limited to, time of day control, day of week control, group control, and visitor escort control.
        c. Maintain a date-, time-, and Location-stamped record of each transaction. A transaction is defined as any successful or unsuccessful attempt to gain access through a controlled portal by the presentation of credentials or other identifying information.
    2. Inputs:
        a. Data from entry-control devices; use this input to change modes between access and secure.
        b. Database downloads and updates from the central station that include enrollment and privilege information.
    3. Outputs:
        a. Indicate success or failure of attempts to use entry-control devices and make comparisons of presented information with stored identification information.
        b. Grant or deny entry by sending control signals to portal-control devices and mask intrusion-alarm annunciation from sensors stimulated by authorized entries where intrusion detection is included in the building.
        c. Maintain a date-, time-, and Location-stamped record of each transaction and transmit transaction records to the central station.
        d. Door Prop Alarm: If a portal is held open for longer than 60 seconds, alarm sounds.
    4. Data Line Problems: For periods of loss of communication with the central station, or when data transmission is degraded and generating continuous

checksum errors, the controller shall continue to control entry by accepting identifying information, making authentication decisions, checking privileges, and controlling portal-control devices.

a. Store up to 1000 transactions during periods of communication loss between the controller and access-control devices for subsequent upload to the central station on restoration of communication.

5. Controller Power: NFPA 70, Class II power-supply transformer, with 12- or 24-V ac secondary, backup battery and charger.
   a. Power supplies sufficient to power at voltage and frequency required for field devices and portal-control devices.
   b. Backup Battery: Valve-regulated, recombinant-sealed, lead-acid battery; spill proof. With single-stage, constant-voltage-current, limited battery charger, comply with battery manufacturer's written instructions for battery terminal voltage and charging current recommendations for maximum battery life.
   c. Backup Power-Supply Capacity: 90 minutes of battery supply. Submit battery and charger calculations.
   d. Power Monitoring: Provide manual, dynamic battery-load test, initiated and monitored at the control center; with automatic disconnection of the controller when battery voltage drops below controller limits. Report by using local controller-mounted digital displays and by communicating status to central station. Indicate normal power on and battery charger on trickle charge. Indicate and report the following:
      i. Trouble Alarm: Normal power-off load assumed by battery.
      ii. Trouble Alarm: Low battery.
         1) have the capability to interface standard Wiegand devices, as well as provide I/O to various serial protocols, including but not limited to RS-485, RS-422 and RS-232,
         2) have as a part of their standard package the ability to communicate with servers and other local controllers via an Ethernet based TCP/IP protocol,
         3) and, have peripheral I/O panels that provide additional digital I/O both logic level and form-C contacts.
      iii. Alarm: Power off.

6. LCP enclosure:
   a. The enclosure shall be new and UL listed.
   b. The enclosure housing the control panel cards (I/O, Communications and Processing), etc. shall be a fully integrated enclosure housing all control logic, relay cards, power supplies, battery backup and network connectivity.
   c. Power Supply
      i. The power supply shall utilize a nominal 120VAC input.
      ii. The power supply shall provide switch selectable fail safe/fail secure for each of 8 fuse protected outputs.
      iii. The power supply shall provide an interface to the fire alarm system to react to fire alarm triggers.
      iv. The power supply shall provide internal LED indicators for AC input, DC output and fire alarm triggered.
      v. The power supply shall provide a sealed lead acid battery and an integral battery charger.
      vi. The power supply shall have a supervisory circuit for battery present and battery fail.
   d. The enclosure shall provide a tamper switch that shall be connected into and programmed into the system as any other alarm.
   e. The enclosure shall be a lockable enclosure. Provide matching key

tumblers for all enclosures, two keys per enclosure and 6 spare keys.

f. Acceptable manufacturers and series of enclosures shall be:
   i. AltronixAL400/AL600ULACMCB
   ii. Altronix Trove enclosures housing cards as distributed by the manufacturer of the ACS Software and Database,
   iii. Lifesafety Systems enclosures

2.9 Credential Readers and Credentials

A. Credential Reader
1. The Credential Reader shall be 13.56 MHz with the ability to read 125 kHz.
2. The reader shall read encoded data from the credential and transmit the data back to the host panel, giving an audible and visual indication of a properly read card.
3. The reader shall have a typical read range of 1.6" to 4" (4 - 10 cm) with Seos, MIFARE Classic, MIDARE DESFire; or 2.4” to 4” (6 – 10 cm) using HID/AWID Prox, & 125 kHz.
4. The reader shall be provided with an internal tamper switch that will indicate an alarm condition if an unauthorized attempt is made to disassemble the unit.
5. The reader shall be a single unit with properly sized mounting holes that allow it to be attached directly to a single gang electrical box.
6. The reader shall be sealed to a NEMA rating of 4X, and all internal electronics will have conformal coating to provide a high degree of environmental protection.
7. The reader shall be listed under UL 294 as an access control system accessory, and shall be FCC certified.
8. The reader shall be fully weatherized, and shall have an operating temperature of -31 to +150 degrees Fahrenheit (-35 to +66 degrees Celsius), and shall have an operating humidity of 0-95% noncondensing.
9. The reader shall have a lifetime warranty.
10. The reader shall have a pigtail style termination.
11. The cable requirements of the reader shall be a minimum five- (5) conductor, 22 AWG, stranded cable with overall shield (for a Wiegand protocol interface). New cabling pulled shall be a 22 AWG, 2 twisted pair, shielded, stranded cable.
12. The sensor shall communicate in a Wiegand protocol interface, be compatible with all standard access control systems, and be able to use OSDP protocol.
13. The voltage requirements of the sensor shall be 12 VDC.
14. The current requirements of the sensor shall be:
    a. Current (DC) Average 70 mA,Peak 250 mA
15. Acceptable Manufacturer and Model
    a. HID, or as provided by the Access Control Manufacturer.

B. Mullion Style Credential Reader: Narrow Profile. Match Standard Credential Reader in Manufacturer and Series.

C. Credential
   a. The credential shall be a 13.56mHz based, Corporate 1000.
   b. The credential shall support formats up to 85 bits, with over 137 billion codes.
   c. The credential shall use passive technology allowing an infinite number of reads.
   d. Acceptable Manufacturer and Model
      i. HID, Lenel, AMAG
   e. Provide and Program 500 Cards
      i. The card shall be capable of accepting either direct image or thermal printing.

ii. The card shall be capable of accepting either a horizontal or vertical slot punch.

f. Provide alternate for fobs instead of cards

D. Request To Exit Pushbuttons
1. All button stations shall be mounted on a standard size single gang or narrow plate.
2. All buttons shall utilize pneumatic pressure release to achieve the code required time delay.
3. All buttons shall provide a spring loaded momentary closure.
4. All button stations shall be capable of operating at 12 or 24 VDC, and provide a 30 second lock release signal.
5. All button stations shall be UL listed.
6. All button stations shall have a lifetime warranty.
7. Acceptable Manufacturers
   a. Securitron, Safety Technology International, Security Door Controls
   b. Provide cabling as required by manufacturer

E. Remote Release Rocker Switch
1. All rocker stations shall be mounted on the underside of a counter or desk.
2. All rockers shall provide a momentary closure.
3. All rockers stations shall be capable of operating at 10A at 250VAC
4. All rocker stations shall be UL listed.
5. All rocker stations shall have a 2 year warranty.
6. Acceptable Manufacturers
   a. Dormakaba, Safety Technology International, Security Door Controls
   b. Provide cabling as required by manufacturer

F. Door Position Switches
1. Contacts shall be DPDT recessed, round, magnetic contacts that shall be .75” and shall be manufactured by Ademco, GE, Sentrol.

G. Request to Exit Motion Sensors
1. The sensor shall have a pick up pattern specifically designed to limit the coverage tight to the exit way.
2. The sensor shall be capable of operating in a range from 12 to 28 volts DC.
3. The sensor shall contain a form C relay integral to the unit.
4. The sensor shall have a lifetime warranty.
5. Acceptable Manufacturer and model shall be:
   a. Bosch, Securitron, GE
   b. Provide cabling as required by manufacturer

2.10 CABLES

A. General Cable Requirements: Comply with Manufacturers recommendation for wire gauge and construction feature, e.g. shielded or twisted pair. NOTE: The system architecture is based upon OSDP reader communications chain. Wiegand cabling leveraged for OSDP communications is explicitly forbidden.

B. Plenum-Type, TIA 232-F Cables:
1. Two pairs, No. 22 AWG, stranded (7x30) tinned copper conductors, plastic insulation, and individual aluminum-foil/polyester-tape shielded pairs with 100 percent shield coverage; plastic jacket.
2. Pairs are cabled on common axis with No. 24 AWG, stranded (7x32) tinned copper drain wire.

3. NFPA 70, Type CMP.
4. Flame Resistance: NFPA 262 flame test.

C. Plenum-Type, TIA 485-A, and OSDP Cables:
1. Two pairs, No. 22 AWG, stranded (7x30) tinned copper conductors, fluorinated-ethylene-propylene insulation, unshielded, and fluorinated-ethylene-propylene jacket.
2. NFPA 70, Type CMP.
3. Flame Resistance: NFPA 262 flame test.

D. Paired, Plenum-Type, Lock Cables:
1. One pair, twisted, No. 16 AWG, stranded (19x29) tinned copper conductors, PVC insulation, unshielded, and PVC jacket.
2. NFPA 70, Type CMP.
3. Flame Resistance: NFPA 262 flame test.

E. Paired, Plenum-Type, Lock Cables:
1. One pair, twisted, No. 18 AWG, stranded (19x30) tinned copper conductors, fluorinated-ethylene-propylene insulation, unshielded, and plastic jacket.
2. NFPA 70, Type CMP.
3. Flame Resistance: NFPA 262 flame test.

F. Paired, Plenum-Type, Input Cables:
1. One pair, twisted, No. 22 AWG, stranded (7x30) tinned copper conductors, fluorinated-ethylene-propylene insulation, aluminum-foil/polyester-tape shield (foil side out), with No. 22 AWG drain wire, 100 percent shield coverage, and plastic jacket.
2. NFPA 70, Type CMP.
3. Flame Resistance: NFPA 262 flame test.

G. Paired, Plenum-Type, AC Transformer Cables:
1. One pair, twisted, No. 18 AWG, stranded (19x30) tinned copper conductors, fluorinated-ethylene-propylene insulation, unshielded, and plastic jacket.
2. NFPA 70, Type CMP.
3. Flame Resistance: NFPA 262 flame test.

H. Composite Cabling, i.e. “banana cable”
1. Single exterior sheath
2. Comply with the individual requirements of the cable types above.
3. Acceptable manufacturers:
   a. Belden
   b. Windy City
   c. Engineer approved equal

I. LAN Cabling:
1. Comply with EIA/TIA 568 latest revisions
2. Comply with BICSI TDMM
3. Category 6
4. NFPA 262.
5. Acceptable manufacturers:
   a. Berk-Tek
   b. Commscope
   c. Panduit/General
   d. Superior Essex

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine pathway elements intended for cables. Check raceways, cable trays, and other elements for compliance with space allocations, installation tolerances, hazards to cable installation, and other conditions affecting installation.

B. Examine roughing-in for LAN and control cable conduit systems to PCs, controllers, card readers, and other cable-connected devices to verify actual locations of conduit and back boxes before device installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Comply with recommendations in SIA CP-01.

B. Comply with TIA/EIA 606-A, "Administration Standard for Commercial Telecommunications Infrastructure."

C. Product Schedules: Obtain detailed product schedules from manufacturer of access-control system or develop product schedules to suit Project. Fill in all data available from Project plans and specifications and publish as Product Schedules for review and approval.
   1. Record setup data for control station and workstations.
   2. For each Location, record setup of controller features and access requirements.
   3. Propose start and stop times for time zones and holidays, and match up access levels for doors.
   4. Set up groups, facility codes, linking, and list inputs and outputs for each controller.
   5. Assign action message names and compose messages.
   6. Develop user-defined fields.
   7. Discuss badge layout options; design badges.
   8. Complete system diagnostics and operation verification.
   9. Prepare a specific plan for system testing, startup, and demonstration.
   10. Develop acceptance test concept and, on approval, develop specifics of the test.
   11. Develop cable and asset-management system details; input data from construction documents. Include system schematics and AutoCAD Drawings in electronic format.

D. In meetings with Engineer and Owner, present Product Schedules, and review, adjust, and prepare final setup documents. Use approved, final Product Schedules to set up system software.

3.3 CABLING

A. Comply with NECA 1, "Good Workmanship in Electrical Construction."

B. Install cables and wiring according to manufacturer’s recommendation and industry best practices."
   1. Wiring Method: Install wiring in raceway and cable tray except within consoles, cabinets, desks, and counters and except in accessible ceiling spaces and in

gypsum board partitions where unenclosed wiring method may be used. Use NRTL-listed plenum cable in environmental airspaces, including plenum ceilings. Conceal raceway and cables except in unfinished spaces.

2. Install LAN cables using techniques, practices, and methods that are consistent with Category 6 rating of components and fiber-optic rating of components, and that ensure Category 6 and fiber-optic performance of completed and linked signal paths, end to end.
   a. Install all network cabling compliant with applicable standards, including those published by Bicsi, ANSI, EIA/TIA.
   b. Perform all testing and submissions to provide a fully certified and warranted as defined by the materials manufacturers.
   c. Utilize materials to match those which are currently installed in the building within which the system components are being installed.
3. Boxes and enclosures containing security-system components or cabling, and which are easily accessible to employees or to the public, shall be provided with a lock. Boxes above ceiling level in occupied areas of the building shall not be considered accessible. Junction boxes and small device enclosures below ceiling level and easily accessible to employees or the public shall be covered with a suitable cover plate and secured with tamperproof screws.
4. Install end-of-line resistors at the field device location and not at the controller or panel location.

3.4 CABLE APPLICATION

A. Comply with TIA 569-B, "Commercial Building Standard for Telecommunications Pathways and Spaces."

B. Cable application requirements are minimum requirements and shall be exceeded if recommended or required by manufacturer of system hardware.

C. TIA 232-F Cabling: Install at a maximum distance of 50 ft. (15 m).

D. TIA 485-A Cabling: Install at a maximum distance of 4000 ft. (1220 m).

E. Card Readers and Keypads:
   1. Install number of conductor pairs recommended by manufacturer for the functions specified.
   2. Unless manufacturer recommends larger conductors, install No. 22 AWG wire if maximum distance from controller to the reader is 250 ft., and install No. 20 AWG wire if maximum distance is 500 ft..
   3. For greater distances, install "extender" or "repeater" modules recommended by manufacturer of the controller.
   4. Install minimum No. 18 AWG shielded cable to readers and keypads that draw 50 mA or more.

F. Install minimum No. 16 AWG cable from controller to electrically powered locks. Do not exceed **250 ft.**

G. Install minimum No. 18 AWG ac power wire from transformer to controller, with a maximum distance of **25 ft.**

3.5 GROUNDING

A. Comply with Section 280526 "Grounding and Bonding for Electronic Safety and Security."

B. Comply with IEEE 1100, "Recommended Practice for Power and Grounding Electronic Equipment."

C. Ground cable shields, drain conductors, and equipment to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other impairments.

D. Bond shields and drain conductors to ground at only one point in each circuit.

3.6 INSTALLATION

A. The Contractor shall provide all hardware and cabling to install all devices and equipment as indicated on the plan, and to suite installation location and environment.

B. Push Buttons: Where multiple push buttons are located in close proximity of one another, they shall be installed horizontally with each push-button labeled with 1/4-inch high text and symbols as required. Push-button switches shall be connected to the controller associated with the portal to which they are applied, and shall operate the appropriate electric strike, electric bolt, or other facility release device.

C. Install card readers, keypads, and push buttons.

D. Cabling routed in exterior or unsecure areas shall be installed in metallic conduits or approved surface mounted raceway. Cabling routed in secured areas or where otherwise indicated as acceptable may be run with J-hooks as open cable. Cabling shall be continuous from device to termination point without splices. Termination of cables shall be at equipment locations only, unless a local service pullbox is provided as an aggregation point for multiple field devices from a single portal. Install cabling without sharp bends and terminate only with approved connectors.

E. Underground shall be installed in conduit. Direct burial cable shall not be permitted.

F. The Manufacturer’s installation procedures shall be considered part of these specifications, though not explicitly indicated here, and shall be adhered to during the entirety of the project.

G. Contractor is responsible for mounting all exterior devices, utilizing appropriate mounting brackets and hardware as either recommended by the manufacturer or approved by the engineer.

H. Special care in cable installation shall be exercised to avoid grounds due to careless termination or damage to the jacket over the shield. Take special care to ensure that random contact of shield of adjacent cables does not occur in consoles and at junction boxes. Provide a minimum of one layer Scotch #33 electrical tape or equivalent.

I. Exterior units shall be protected from accidental contact and vandalism. Provide all required mounting hardware, including tamper proof or security screws where applicable.

J. All low voltage cable shall be isolated from all line voltage equipment. Contractor shall coordinate as needed to ensure separation of low voltage cables from line voltage wiring conductors.

K. All installations shall be installed in a professional and workman like manner.

L. Data collection panels and other related hardware shall be mounted as indicated on the Drawings. Contractor shall verify that all equipment is mounted within manufacturer's recommended distances to prevent unwanted voltage drops, or other abhorrent behavior.

M. All cables (coax, data, fiber and power circuits) shall be identified with proper tagging and labels as indicated elsewhere in these specifications.

N. All rack mounted units shall be spaced at minimum of 1 ¾-inch apart for ventilation purposes as recommended by manufacturer.

O. Coordinate for installation of all non-Controlled Access connections to the weatherproof equipment enclosures, switchers, monitors, and other equipment specified for use in this section. These connectors include grounding, coordination and installation of 120 VAC power.

P. Refer to the Drawings for equipment quantities, locations, and installation details.

Q. Contractor shall provide record drawings of complete system installation. The Contractor shall forward hard copies to the Engineer for the inclusion of these Record Drawings.

R. The Contractor shall determine the exact nature of the environment for the installation of all environmentally sensitive pieces of equipment, and substitute materials and devices consistent to the environment to which they are to be installed. Where devices being substituted are not already defined within these specifications, the Contractor shall submit the necessary cut sheets and product data for the Engineer to provide the necessary approvals prior to installation and rough-in. Any substitution required due to environmental or field conditions shall be made at no additional cost to the Owner.

S. MOUNTING HEIGHTS AND LOCATIONS

T. The equipment height shall be as noted on the drawings. Care must be taken to ensure that mounting heights set forth by the Americans with Disability Act (A.D.A.) for said items is met.

U. All door contacts shall be hidden within the door frames. Should this installation method be unavailable, the door contact must be surface mounted on the secure side of the door.

3.7 IDENTIFICATION

A. In addition to requirements in this article, comply with applicable requirements of TIA/EIA 606-A.

B. Label each terminal strip and screw terminal in each cabinet, rack, or panel.
   1. All wiring conductors connected to terminal strips shall be individually numbered, and each cable or wiring group being extended from a panel or cabinet to a building-mounted device shall be identified with the name and number of the particular device as shown.
   2. Each wire connected to building-mounted devices is not required to be numbered at the device if the color of the wire is consistent with the associated wire connected and numbered within the panel or cabinet.

3.8 SYSTEM SOFTWARE AND HARDWARE

A. Develop, install, and test software and hardware, and perform database tests for the complete and proper operation of systems involved. Assign software license to Owner.

3.9 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. PIV and PKI Credential Validation Testing: The Contractor shall perform full end-to-end testing of all FIPS-mandated portals to verify proper operation of PIV and FBCA-trusted credential authentication. Testing shall include, but not be limited to:
1. Certificate path validation using Owner-provided trust anchors.
2. OCSP and/or CRL revocation checking.
3. Validation of CAK, PKI-based authentication, and certificate expiration handling.
4. TLS-secured communications between readers, controllers, and PACS servers.
5. Fail-secure behavior during loss of network, loss of certificate services, or invalid credential presentation.
6. Logging and audit trail verification within the enterprise PACS.
7. Demonstration that all authentication workflows operate identically across FIPS-mandated and non-mandated portals within the unified enterprise PACS

C. Enterprise System Validation: The Contractor shall demonstrate that all portals—FIPS-mandated and non-mandated—operate under a single enterprise PACS with:

1. One centralized database
2. Unified credential management
3. Common administrative interface
4. Consistent logging and audit trails
5. No isolated subsystems or standalone controllers

D. Tests and Inspections:
1. LAN Cable Procedures: Inspect for physical damage and test each conductor signal path for continuity and shorts. Use Class 2, bidirectional, Category 6 tester. Test for faulty connectors, splices, and terminations. Test according to TIA/EIA 568-B.1, "Commercial Building Telecommunications Cabling Standards - Part 1: General Requirements." Link performance for UTP cables must comply with minimum criteria in TIA/EIA 568-B.1.
2. Test each circuit and component of each system. Tests shall include, but are not limited to, measurements of power-supply output under maximum load, signal loop resistance, and leakage to ground where applicable. System components with battery backup shall be operated on battery power for a period of not less than 10 percent of the calculated battery operating time. Provide special equipment and software if testing requires special or dedicated equipment.
3. Operational Test: After installation of cables and connectors, demonstrate product capability and compliance with requirements. Test each signal path for end-to-end performance from each end of all pairs installed. Remove temporary connections when tests have been satisfactorily completed.

E. Devices and circuits will be considered defective if they do not pass tests and inspections. Any component or configuration found non-compliant shall be replaced or corrected at no cost to the Owner.

F. Prepare test and inspection reports.

G. Corrective Action: Any component, configuration, or workflow found non-compliant shall be corrected or replaced at no cost to the Owner.

3.10 COMMISSIONING

A. After all Work is completed, and prior to requesting the Acceptance test, Contractor shall conduct a final inspection, and pre-test all equipment and system features required for project. Contractor shall correct any deficiencies discovered as the result of the inspection and pre-test.

B. Contractor shall submit a request for the Acceptance test in writing to the Owner's Project Manager, no less than fourteen days prior to the requested test date. The request for Acceptance test shall be accompanied by a certification from Contractor that all Work is complete and has been pre-tested, and that all corrections have been made.

C. During Acceptance test, Contractor shall demonstrate all equipment and system features to Owner and Engineer. Contractor shall remove covers, open wiring connections, operate equipment, and perform other reasonable work as requested by the Owner or Engineer.

D. Any portions of the Work found to be deficient or not in compliance with the Project Drawing and Specifications will be rejected. Owner's Project Manager will prepare a list of any such deficiencies observed during the Acceptance test. Contractor shall promptly correct all deficiencies. Upon correction of deficiencies, Contractor shall submit a request in writing to Owner's Project Manager for another Acceptance Test.

E. At the conclusion of the Acceptance Test and all Work being found acceptable and in compliance with the Project Drawings and Specifications, Owner's Project Manager will issue a letter of Acceptance to Contractor.

3.11 PROTECTION

A. Maintain strict security during the installation of equipment and software.

3.12 TRAINING AND INSTRUCTION

A. Operator training shall consist of (24) hours of instruction conducted on-site by a certified technician.

B. Training materials shall consist of the following:
1. Every day operation and use
2. Enrollment of new users/ credential holders
3. Maintenance of system, system upgrades, and understanding alarms

C. The training course shall be coordinated with owner to ensure all required staff that will be using the system are able to attend.

D. The Contractor shall video record the training, transfer it to a USB flash drive, and provide (2) digital videos to the Owner at no additional cost to the Owner.

E. Provide all materials required for the Operations and Maintenance Manuals.

END OF SECTION

SCOPE CLARIFICATION NOTES:

1. IT IS THE BIDDERS RESPONSIBILITY TO SECURE PRICING FROM AN ELECTRICAL CONTRACTOR FOR ALL CONDUIT, JUNCTION BOXES, HANDHOLES, MANHOLES, BACKBOXES, RACEWAYS, PLASTER RINGS AND RELATED HARDWARE REQUIRED FOR ALL ROUGH IN, AND CONDUIT PATHWAYS, OR POWER REQUIREMENTS, IF NEEDED.
2. THE BIDDER SHALL PROVIDE ALL CONDUIT SLEEVES AND FIRE STOPPING AS NEEDED FOR PATHWAYS IN AREAS WHERE NEW DOORS ARE LOCATED. MINIMUM SLEEVE SHALL BE 2", UON. SLEEVING SHALL BE LOCATED SO AS TO BE WITH THE DIRECTION OF CABLE ROUTING.
3. THE BIDDER SHALL PROVIDE, PER NEC ARTICLE 250.94, ALL BUSBARS, CABLING AND RELATED HARDWARE, REQUIRED TO PROVIDE THE GROUNDING SYSTEM.
4. THE BIDDER SHALL PROVIDE ALL BONDING JUMPERS REQUIRED TO BOND ALL EQUIPMENT PROVIDED.
5. SCOPE OF WORK AT SOME LOCATIONS SHALL BE THE REPLACEMENT OF THE EXISTING ACCESS CONTROL HEAD END PANELS AND CREDENTIAL READERS ONLY. ALL OTHER FIELD DEVICES AND CABLING SHALL REMAIN AND BE REUSED. OTHER LOCATIONS ARE NET NEW ADDITIONS TO THE SYSTEM, REFER TO THE INDIVIDUAL SHEETS FOR REQUIRED DIRECTION.
6. REQUEST TO EXIT MOTION DETECTORS SHALL BE ADDED AT EACH DOOR LOCATION WHERE ONE IS NOT ALREADY PRESENT.
7. PROJECT SCOPE IS THE COMPLETE REPLACEMENT OF THE EXISTING keyscan ACCESS CONTROL PANELS, SERVERS AND SOFTWARE RE-UTILIZING EXISTING DOOR DEVICES, ALONG WITH THE ADDITION OF NEW PANELS AND DEVICES IN BUILDINGS CURRENTLY WITHOUT ACCESS CONTROL.
8. PATHWAY RECOMMENDATIONS ARE PROVIDED FOR BUILDINGS RECIEVING NEW ACCESS CONTROL LOCATIONS, REFER TO GENERAL SHEET NOTES FOR ADDITIONAL INFORMATION. IT IS THE BIDDERS RESPONSIBILITY TO VERIFY THE VIABILITY OF THE PATHWAYS BEFORE SUBMISSION OF PRICING.
9. IN ADDITION TO THE PRICING FOR THE FULL SCOPE OF THE PROJECT, BIDDER SHALL SUPPLY UNIT PRICING FOR REPLACING AN EXISTING CABLE RUN AT 100', 200' AND 300', SHOULD ITHE CABLING FOR A GIVEN DOOR PROVE TO BE UNUSABLE. CURRENT SCOPE OF WORK INCLUDES THE ASSUMPTION THAT ALL EXISTING DEVICES ARE IN PROPER WORKING ORDER AND ABLE TO BE REUSED WITH REPLACEMENT OF CREDENTIAL READER AND HEAD END PANELS ONLY. ADDITIONALLY, THE BIDDER SHALL PROVICE UNIT PRICING FOR THE CREDENTIAL READER, THE REQUEST TO EXIT MOTION DETECTOR, AND THE REQUEST TO EXIT PUSHBUTTON. INCLUDE WITH ALL UNIT PRICES THE COST OF THE ASSOCIATED LABOR AS A SEPARATE BREAK OUT COST FROM THE MATERIAL.

GENERAL TECHNOLOGY DEMOLITION NOTES:

1. ALL DEVICES, EQUIPMENT, RELATED HARDWARE AND MISCELLANEOUS EXISTING CONDITIONS SHOWN ARE THE RESULT OF FIELD INSPECTIONS AND ARE NOT INTENDED TO REPRESENT EXACT FIELD CONDITIONS, ONLY THE EXTENT AND RELATIVE MAGNITUDE OF THE DEVICE TO BE LEFT IN PLACE AND DEACTIVATED OR REPLACED WITH A NEW DEVICE. THE BIDDER SHALL FIELD VERIFY THE EXTENT OF DEMOLITION PRIOR TO SUBMITTING BID, AND PERFORM ALL DEMOLITION, UNLESS SPECIFICALLY NOTED OTHERWISE IN THE DRAWINGS.
2. REMOVE, REPLACE, AND/OR RELOCATE EXISTING DEVICES AND/OR EQUIPMENT, AS INDICATED ON DRAWINGS.
3. EXISTING PATHWAYS, CABLING OR SYSTEMS WHICH SERVE SURROUNDING AREAS SHALL BE PROTECTED AND MAINTAINED. WHERE CABLING OR SYSTEMS MUST BE REWORKED IN ORDER TO ACCOMODATE INSTALLATION, THE BIDDER SHALL BRING THIS SITUATION TO THE IMMEDIATE ATTENTION OF THE ENGINEER FOR RESOLUTION.
4. RE-SUPPORT EXISTING CABLING, SYSTEMS OR PATHWAY HARDWARE WHICH REMAIN ABOVE CEILINGS PER NATIONAL, STATE, AND LOCAL CODES.
5. ALL NEW AND REPLACED DEVICES, CABLING AND PATHWAY HARDWARE AT DOORS SHALL BE CONCEALED UNLESS OTHERWISE NOTED.
6. FOR ALL DEVICES AND EQUIPMENT BEING REMOVED, REMOVE RELATED ROUGH IN HARDWARE AND ALL CABLING BACK TO SOURCE PER NEC. PROVIDE A BLANK FACE PLATE TO COVER EXISTING HOLES OR ROUGH INS.
7. INCLUDE IN THE BID ANY PATCH AND PAINT REPAIR THAT MAY BE REQUIRED AS A FUNCTION OF ANY DEMOLITION OR RE-WORK.

GENERAL TECHNOLOGY NOTES:

1. ALL CONDUIT PENETRATIONS THROUGH FIRE RATED WALLS, FLOORS, OR SHAFTS SHALL BE SEALED IN ACCORDANCE WITH ALL APPLICABLE CODES AND SPECIFICATIONS.
2. UTILIZATION OF THE PHRASE "PROVIDED BY" WITHIN THE CONTEXT OF THESE DOCUMENTS SHALL EXPLICITLY REPRESENT "FURNISHED AND INSTALLED BY".
3. THE BIDDER(S) SHALL ASSUME RESPONSIBILITY FOR REMOVING EXISTING CEILING TILES AND REPLACE WITH EXISTING TILES AS REQUIRED FOR EXECUTION OF THEIR SCOPE OF WORK. THIS INCLUDES SPACES IN THE NEW WORK AS INDICATED ON THE DRAWINGS AND AREAS NOT SHOWN WHERE THE BIDDER IS REQUIRED TO AFFECT EXISTING CONDITIONS WHILE EXECUTING THEIR SCOPE OF WORK. DAMAGED TILES SHALL BE REPLACED BY THE BIDDER(S) AT NO COST TO THE OWNER OR THE OWNER'S REPRESENTATIVES. REPLACEMENT TILES SHALL MATCH THE EXISTING TILES BEING REPLACED.
4. THE BIDDER(S) SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING NECESSARY FOR INSTALLATION OF NEW WORK OR MODIFICATIONS CREATED BY DEVICE OR EQUIPMENT REPLACEMENTS WITHIN THEIR RESPECTIVE SCOPE. CUTTING OF A STRUCTURAL MEMBER IS PROHIBITED WITHOUT SPECIFIC WRITTEN PERMISSION FROM THE ENGINEER. ALL CUTTING AND PATCHING SHALL BE PERFORMED BY QUALIFIED TRADESMEN.
5. UNLESS OTHERWISE SPECIFIED, THE FINAL LOCATIONS FOR VISIBLE ITEMS IN PUBLIC AREAS SHALL BE VERTICALLY AND OR HORIZONTALLY ALIGNED WITH OTHER DEVICES IN THE FIELD OF VIEW. WHENEVER POSSIBLE BIDDER SHALL SIMILARLY COORDINATE WITH THE DEVICE LOCATIONS OF OTHER TRADES. ITEMS OF SPECIAL CONCERN INCLUDE ANY DEVICE WITH A FACEPLATE INCLUDING BUT NOT LIMITED TO RECEPTACLES, SWITCHES, AND TECHNOLOGY OUTLETS ETC.
6. ALL DEVICES IN INACCESSIBLE CEILINGS SHALL HAVE CONDUIT STUB IN NEAREST ACCESSIBLE CEILING IN THE DIRECTION OF THE APPROPRIATE CABLE ROUTE, UON.

SLEEVE AND SLEEVE SEALS REQUIREMENTS:

SUPPLY ALL NECESSARY PATHWAY REQUIRED FOR ALL DEVICE LOCATIONS AND, AS REQUIRED, TO TRAVERSE THE BUILDING(S) WITH ANY/ALL CABLING. PATHWAYS SHALL CONSIST OF EZ-PATH ASSEMBLIES PENETRATING ALL FIRE RATED WALLS, AND EMT SLEEVES WITH NON-METALLIC BUSHINGS FOR ALL OTHER WALLS OR BARRIERS. PATHWAYS SHALL BE LOCATED SO AS TO PROVIDE A READY PATHWAY FROM EACH DEVICE AND/OR EQUIPMENT LOCATION TO THE CLOSEST COMMON PATHWAY, I.E. CORRIDOR, ETC IN THE DIRECTION OF THE CABLING'S DESTINATION, AND ON TO THE CABLING'S ULTIMATE DESTINATION IN THE SHORTEST POSSIBLE PATHWAY, OR OTHERWISE INDICATED ON THE DRAWINGS. FOLLOW MANUFACTURER'S RECOMMENDATIONS AND CODE TO DETERMINE APPROPRIATE SIZE, REALIZING NO GREATER THAN A MAXIMUM OF 40% CALCULATED FILL WITH 25% SPARE CAPACITY. ALL CONTRACTORS SHALL MAINTAIN ALL SMOKE BARRIER AND FIRE WALL RATINGS FOR ALL PENETRATIONS.

FIRE ALARM INTEGRATION

ACCESS CONTROL SYSTEM SECURED DOORS REQUIRE INTEGRATION WITH THE FIRE ALARM SYSTEM TO PROVIDE REQUIRED CODE COMPLIANCE. BIDDER SHALL COORDINATE WITH ENGINEER IF FIRE ALARM RELEASE IS NOT CURRENTLY IN PLACE WHERE A DOOR IS ADDED THAT REQUIRES INTEGRATION, TO PROVIDE REQUIRED INTERFACE AND PROGRAMMING.

TECHNOLOGY ACRONYMS

ABBREV.	DESCRIPTION
AFF	ABOVE FINISHED FLOOR
BICSI	BUILDING INDUSTRY CONSULTING SERVICE INTERNATIONAL
CCTV	CLOSED CIRCUIT TELEVISION
DPDT	DOUBLE POLE DOUBLE THROW
EC	ELECTRICAL CONTRACTOR
EIA	ELECTRONICS INDUSTRIES ASSOCIATION
ETR OR <E>	EXISTING TO REMAIN
HC	HORIZONTAL CROSS-CONNECT (REFER TO TR)
IDF	INTERMEDIATE DISTRIBUTION FRAME (REFER TO TR)
MC	MAIN CROSS-CONNECT (REFER TO MTR)
MDF	MAIN DISTRIBUTION FRAME (REFER TO MTR)
NEC	NATIONAL ELECTRICAL CODE
NEW	NEW DEVICE
NEX	NEW DEVICE IN EXISTING ROUGH-IN
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
RCDD	REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
RED	REMOVE EXISTING DEVICE AND CABLING, ASSOCIATED ROUGH-IN TO REMAIN
REX	REMOVE EXISTING DEVICE, CABLING, AND ASSOCIATED ROUGH-IN COMPLETE BACK TO SOURCE
TC	TECHNOLOGY CONTRACTOR
TE	TELECOMMUNICATIONS ENCLOSURE
TGB	TELECOMMUNICATIONS GROUNDING BUSBAR
TMGB	TELECOMMUNICATIONS MAIN GROUNDING BUSBAR
TR	TELECOMMUNICATIONS ROOM
UON	UNLESS OTHERWISE NOTED

TECHNOLOGY SYMBOL LEGEND

SYMBOL	DESCRIPTION
	CREDENTIAL READER - 'MLI' = MULLION READER
ES	ELECTRIC STRIKE
	MAGNETIC LOCK
	PUSHBUTTON - 'PB' - REQUEST TO EXIT - 'ADA' - ELECTRICALLY OPERATED DOOR ACCESSIBILITY ACTUATOR
	DOOR POSITION SWITCH (DOOR CONTACTS)
RTEM	MOTION DETECTOR - REQUEST TO EXIT

DRAWING LIST

NUMBER	NAME
T-001	TECHNOLOGY SYMBOL LEGEND AND GENERAL NOTES
T-201	CITY HALL BASEMENT
T-202	CITY HALL 1ST FLOOR
T-203	CITY HALL 2ND FLOOR
T-204	CITY HALL 3RD FLOOR
T-210	FIRE HEADQUARTERS 1ST FLOOR
T-211	FIRE HEADQUARTERS 2ND FLOOR
T-212	FIRE STATIONS 1 - 4
T-220	BLACK BROOK GOLF COURSE
T-221	CIVIC ICE ARENA
T-222	MARINA
T-223	RECREATION CENTER 1ST FLOOR - A
T-224	RECREATION CENTER 1ST FLOOR - B
T-225	RECREATION CENTER 1ST FLOOR - D
T-230	POLICE FACILITY BASEMENT
T-231	POLICE FACILITY 1ST FLOOR
T-232	POLICE FACILITY 2ND FLOOR
T-233	MUNICIPAL COURT LOWER LEVEL
T-234	MUNICIPAL COURT 1ST FLOOR
T-240	SENIOR CENTER
T-250	SPRINGBROOK MAINTENANCE DEPT
T-251	SPRINGBROOK GARDEN HOUSE
T-260	AMPHITHEATRE
T-270	MUNICIPAL ANNEX BUILDING
T-280	WILDWOOD CULTURAL CENTER
T-290	MAINTENANCE FACILITY
T-501	DOOR DETAILS
T-601	ACCESS CONTROL RISER

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CITY OF MENTOR ACCESS CONTROL UPGRADE
8500 CIVIC CENTER BLVD.
MENTOR, OH 44060

CITY OF MENTOR
8500 CIVIC CENTER BLVD.
MENTOR, OH 44060
(440)255-1100

TAG	ISSUED	DATE
1	FOR BIDDING	10/15/26

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CHECKED BY	AMW
CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

TECHNOLOGY SYMBOL LEGEND AND GENERAL NOTES

DRAWING NO.

T-001

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GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001

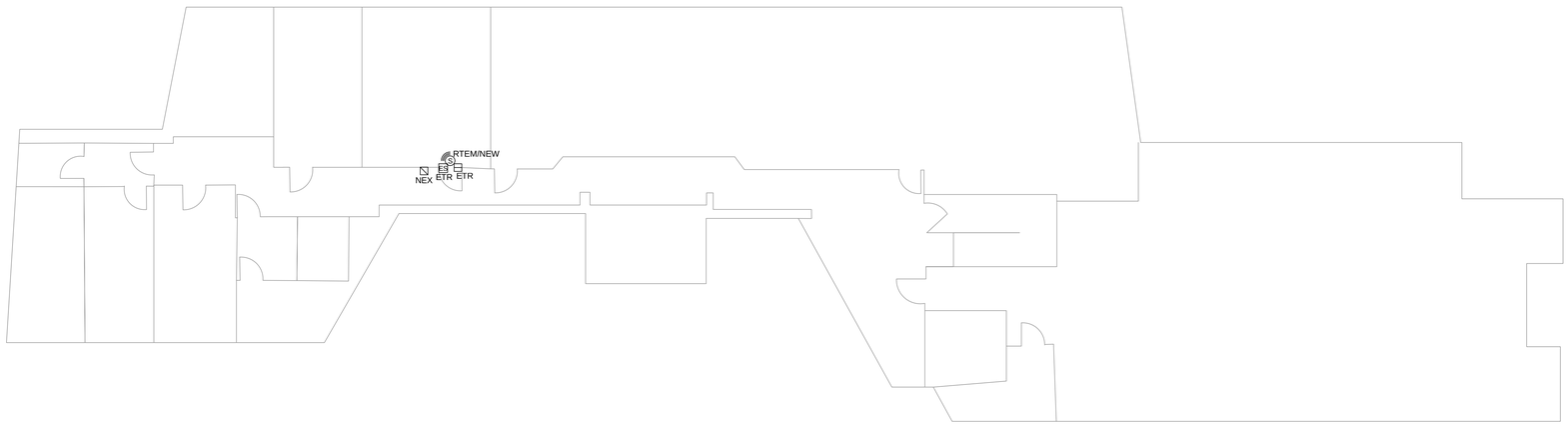
2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

GENERAL SHEET NOTES

1. SCOPE OF WORK SHALL BE REPLACEMENT OF THE EXISTING ACCESS CONTROL HEAD END PANELS AND CREDENTIAL READERS ONLY. ALL OTHER FIELD DEVICES AND CABLING SHALL REMAIN AND BE REUSED. RTEM SHALL BE ADDED AT EACH DOOR LOCATION. BIDDER SHALL REPLACE EXISTING KEY SCAN SYSTEM WITH NEW ACCESS CONTROL SYSTEM PER SPECIFICATIONS.

SHEET KEYNOTES

1. NOT USED



PLAN NORTH

0' 2' 4' 8' 16'

1 CITY HALL BASEMENT PLAN
SCALE: 1/8" = 1'-0"

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CITY HALL BASEMENT PLAN

DRAWING NO.

T-201

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10/15/2026 8:42 AM Wulk, Tony

GENERAL NOTES

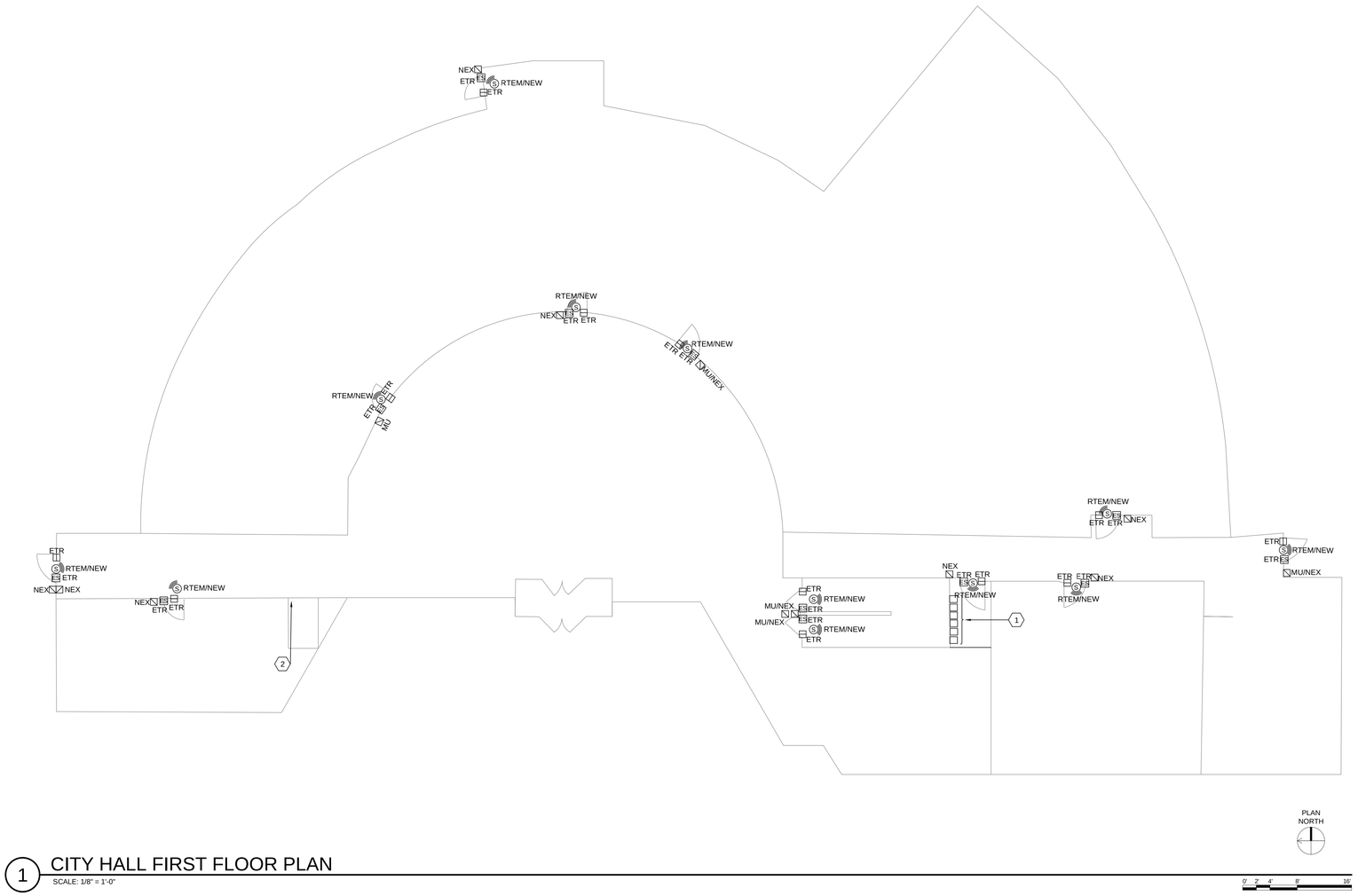
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GENERAL SHEET NOTES

1. SCOPE OF WORK SHALL BE REPLACEMENT OF THE EXISTING ACCESS CONTROL HEAD END PANELS AND CREDENTIAL READERS ONLY. ALL OTHER FIELD DEVICES AND CABLING SHALL REMAIN AND BE REUSED. RTEM SHALL BE ADDED AT EACH DOOR LOCATION. BIDDER SHALL REPLACE EXISTING KEY SCAN SYSTEM WITH NEW ACCESS CONTROL SYSTEM PER SPECIFICATIONS.

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF ACCESS CONTROL PANELS, IN OPEN CEILING SPACE OF UTILITY CLOSET, TO BE REPLACED.
2. APPROXIMATE LOCATION OF ELEVATOR WITH EXISTING ACCESS CONTROL CREDENTIAL READER BUILT INTO ELEVATOR CONTROLS PANEL, TO REMAIN AND RE-INTEGRATE INTO NEW ACCESS CONTROL SYSTEM.



1 CITY HALL FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

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OSBORN PROJ NO.	J20231135.000

CITY HALL FIRST FLOOR PLAN

DRAWING NO.

T-202

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-202 - City Hall 1st Floor.dwg
10/15/2026 8:59 AM Wulk, Tony

GENERAL NOTES

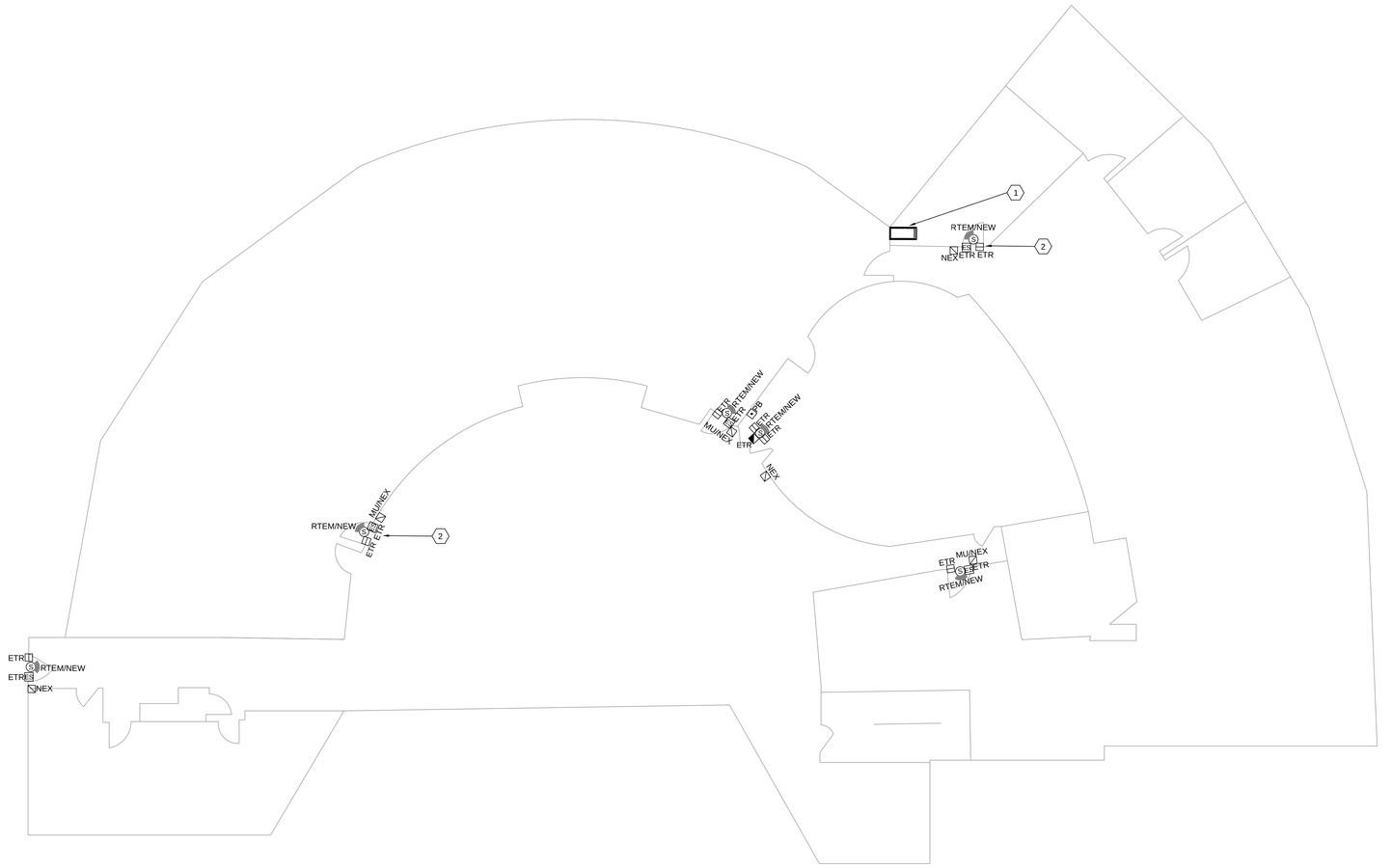
1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
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GENERAL SHEET NOTES

1. SCOPE OF WORK SHALL BE REPLACEMENT OF THE EXISTING ACCESS CONTROL HEAD END PANELS AND CREDENTIAL READERS ONLY. ALL OTHER FIELD DEVICES AND CABLING SHALL REMAIN AND BE REUSED. RTEM SHALL BE ADDED AT EACH DOOR LOCATION. BIDDER SHALL REPLACE EXISTING KEY SCAN SYSTEM WITH NEW ACCESS CONTROL SYSTEM PER SPECIFICATIONS.

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF NETWORK RACK.
2. DOOR SHALL MEET FIPS 201 COMPLIANCE.



PLAN NORTH

0' 2' 4' 8' 16'

1 CITY HALL SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

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CITY HALL SECOND FLOOR PLAN

DRAWING NO.

T-203

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10/15/2026 10:52 AM Wulk, Tony

GENERAL NOTES

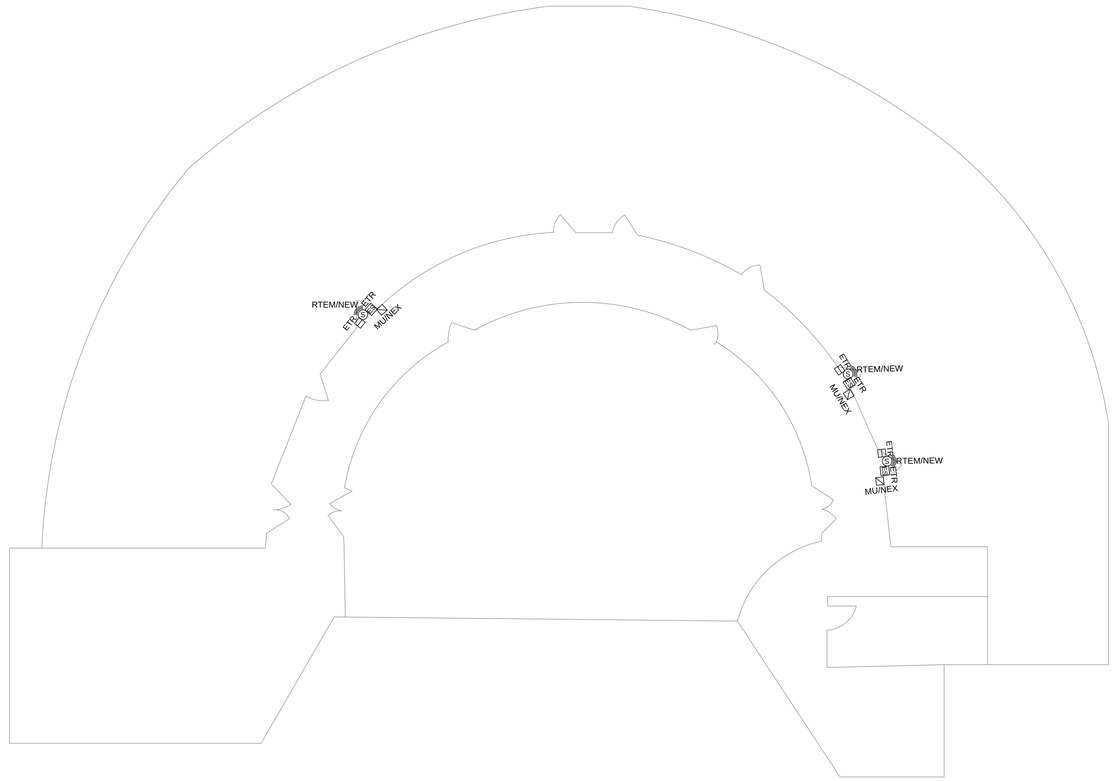
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GENERAL SHEET NOTES

1. SCOPE OF WORK SHALL BE REPLACEMENT OF THE EXISTING ACCESS CONTROL HEAD END PANELS AND CREDENTIAL READERS ONLY. ALL OTHER FIELD DEVICES AND CABLING SHALL REMAIN AND BE REUSED. RTEM SHALL BE ADDED AT EACH DOOR LOCATION. BIDDER SHALL REPLACE EXISTING KEY SCAN SYSTEM WITH NEW ACCESS CONTROL SYSTEM PER SPECIFICATIONS.

SHEET KEYNOTES

1. NOT USED



PLAN NORTH

1 CITY HALL THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

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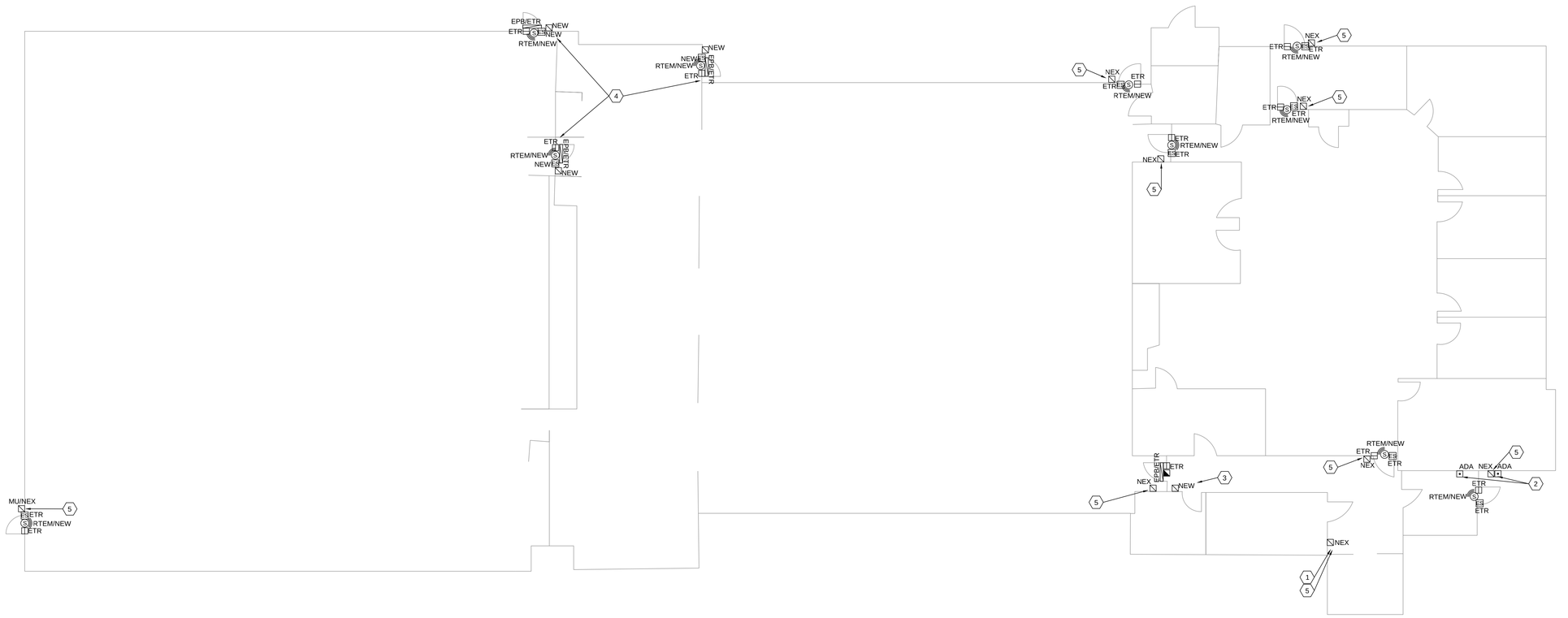
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CITY HALL THIRD FLOOR

DRAWING NO.

T-204

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10/15/2026 10:58 AM Wulk, Tony



1 FIRE HEADQUARTERS FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

GENERAL SHEET NOTES

1. SCOPE OF WORK SHALL BE REPLACEMENT OF THE EXISTING ACCESS CONTROL HEAD END PANELS AND CREDENTIAL READERS ONLY. ALL OTHER FIELD DEVICES AND CABLING SHALL REMAIN AND BE REUSED. RTEM SHALL BE ADDED AT EACH DOOR LOCATION. BIDDER SHALL REPLACE EXISTING KEY SCAN SYSTEM WITH NEW ACCESS CONTROL SYSTEM PER SPECIFICATIONS.

SHEET KEYNOTES

1. CREDENTIAL READER SHALL BE PUT ON TIME SCHEDULE FOR OPERATING ELEVATOR DURING OFF HOURS AND WEEKENDS, AS DIRECTED BY THE OWNER.
2. ADA PADDLE ON BOTH SIDES OF DOOR SHALL BE RE-INTEGRATED INTO NEW ACCESS CONTROL PROGRAMMING TO RELEASE WHEN ACCESS IS GRANTED. BIDDER SHALL VERIFY REQUISITE DELAY TIMER IS INSTALLED; PROVIDE NEW TIMER AS MAY BE REQUIRED FOR PROPER DOOR INTERFACING WITH ADA PADDLES.
3. NEW CABLING SHALL BE PROVIDED, AS NEEDED, TO INSTALL NEW READER AT THIS LOCATION ON THE NON-SECURE SIDE OF THE DOOR. EXISTING CRASH BAR SHALL BE DOGGED TO MAINTAIN RETRACTED STATE AT ALL TIMES. BIDDER SHALL PROVIDE NEW ELECTRONIC MAG LOCK FOR DOOR OPERATION WITH READ IN/READ OUT CAPABILITIES AND NO ADDITIONAL MEANS OF EGRESS SHALL BE PROVIDED.
4. NEW CABLING SHALL BE PROVIDED, AS NEEDED, TO INSTALL NEW ELECTRIFIED STRIKE AT THIS LOCATION. ELECTRIFIED LOCKSET WITH PIN PAD READER SHALL BE REPLACED WITH STANDARD NON-ELECTRIFIED LEVER HANDSET. CRASH BAR SHALL BE DOGGED TO MAINTAIN RETRACTED STATE AT ALL TIMES.
5. WHERE LOCKNETICS CREDENTIAL READERS ARE IN PLACE AS A STAND ALONE DEVICE, REMOVE READER AND PROVIDE BLANK FACEPLATE TO COVER AREA.

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FIRE HEADQUARTERS FIRST FLOOR PLAN

DRAWING NO.

T-210

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10/15/2026 10:59 AM Wulk, Tony

GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001

2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

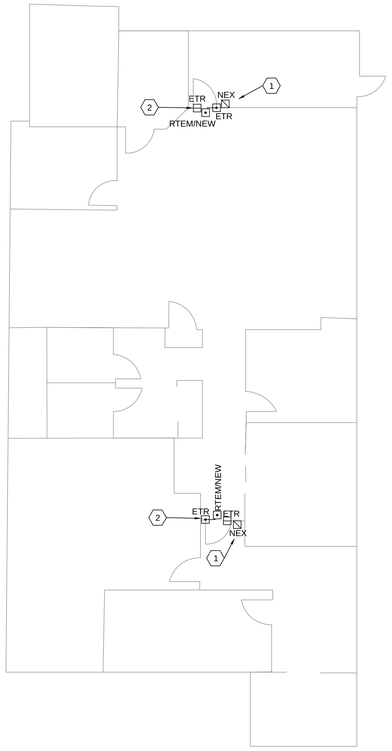
GENERAL SHEET NOTES

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SHEET KEYNOTES

1. WHERE LOCKNETICS CREDENTIAL READERS ARE IN PLACE AS A STAND ALONE DEVICE, REMOVE READER AND PROVIDE BLANK FACEPLATE TO COVER AREA.

2. DOOR SHALL MEET FIPS 201 COMPLIANCE.



PLAN NORTH

1 FIRE HEADQUARTERS SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

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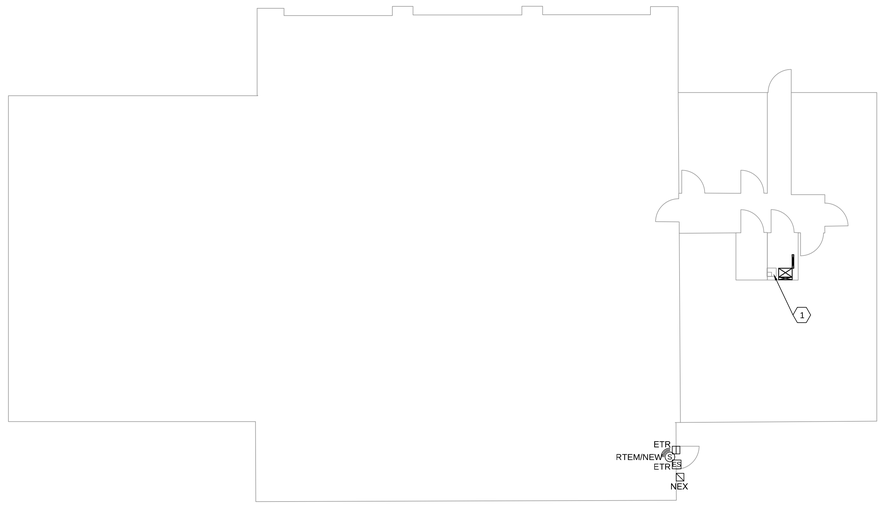
FIRE HEADQUARTERS SECOND FLOOR PLAN

DRAWING NO.

T-211

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10/15/2026 11:03 AM Walk, Tony

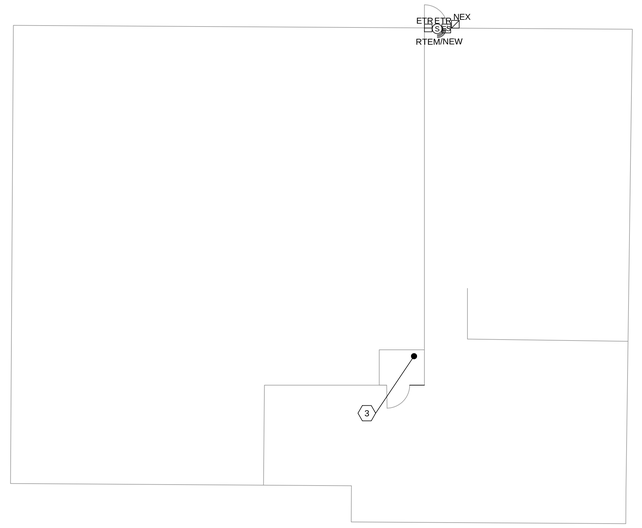


PLAN NORTH

D1 FIRE STATION NO.1 BUILDING PERIMETER PLAN

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

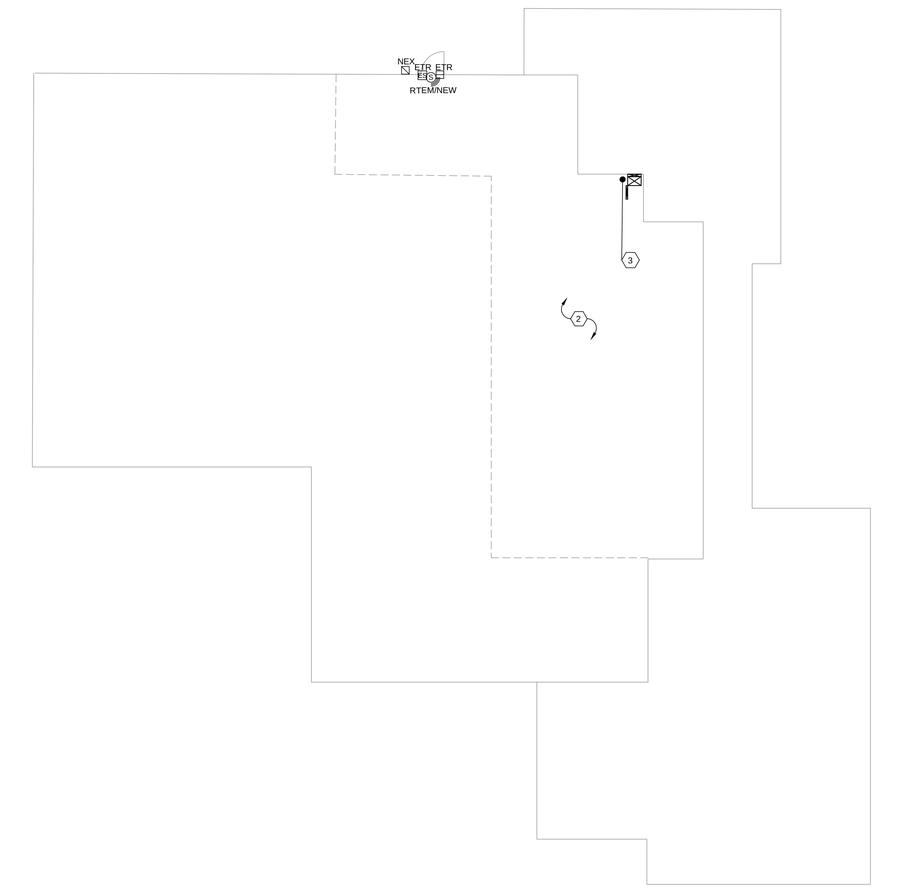


PLAN NORTH

D4 FIRE STATION NO.3 BUILDING PERIMETER PLAN

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

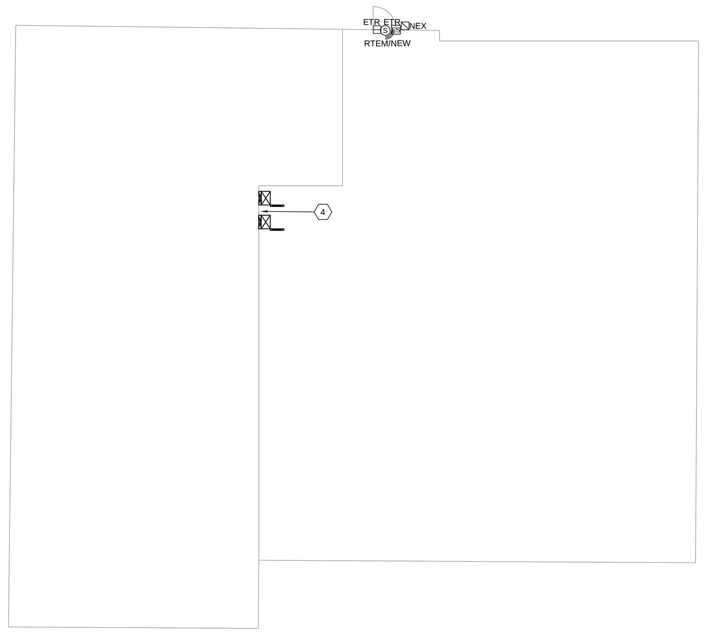


PLAN NORTH

A1 FIRE STATION NO.2 BUILDING PERIMETER PLAN

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'



PLAN NORTH

A4 FIRE STATION NO.4 BUILDING PERIMETER PLAN

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
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GENERAL SHEET NOTES

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SHEET KEYNOTES

1. APPROXIMATE LOCATION OF ACCESS CONTROL PANEL IN SMALL CLOSET, TO BE REPLACED; LOCATION OF NETWORK CABINET, EXISTING TO REMAIN.
2. 2ND FLOOR MEZZANINE, LOCATION OF WEIGHT TRAINING AREA IN APPARATUS BAY.
3. APPROXIMATE LOCATION OF ACCESS CONTROL PANEL ON SECOND FLOOR, TO BE REPLACED; LOCATION OF WALL MOUNTED NETWORK CABINET, EXISTING TO REMAIN.
4. APPROXIMATE LOCATION OF ACCESS CONTROL PANEL IN WEIGHT ROOM CLOSET, TO BE REPLACED; LOCATION OF NETWORK SHELF, EXISTING TO REMAIN.
5. APPROXIMATE LOCATION OF WALL MOUNTED NETWORK CABINETS IN APPARATUS BAY, EXISTING TO REMAIN. ACCESS CONTROL PANEL, TO BE REPLACED, BETWEEN TWO WALL MOUNTED NETWORK CABINETS.

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FIRE STATION NO.1-4 BUILDING PERIMETER PLAN

DRAWING NO.

T-212

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10/15/2026 11:04 AM Walk, Tony

GENERAL NOTES

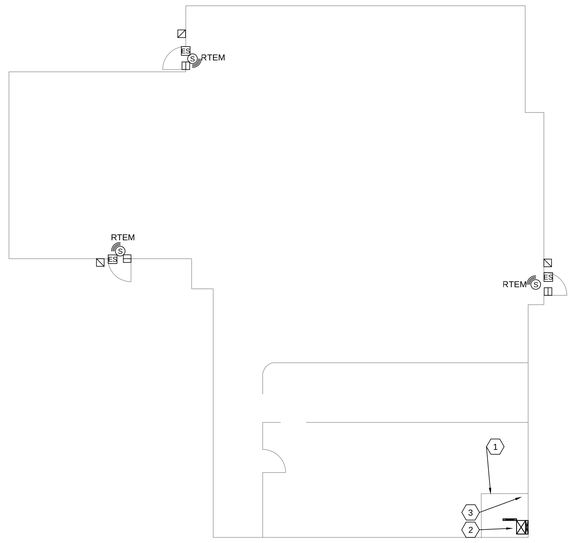
1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
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GENERAL SHEET NOTES

1. ALL ACCESS CONTROL ON THIS SHEET IS NET NEW AND SHALL BE AN EXTENSION OF THE ENTERPRISE SYSTEM BEING PROVIDED UNDER THIS CONTRACT.
2. CRAWLSPACE ACCESS FOR BUILDING CEILING SPACE LOCATED IN NETWORK AREA. SEE SHEET KEYNOTE 1 FOR MORE INFORMATION. IT IS THE BIDDERS RESPONSIBILITY TO VERIFY THE VIABILITY OF THE PATHWAY BEFORE SUBMISSION OF PRICING.

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF NETWORK AREA LOCATED WITHIN KITCHEN.
2. APPROXIMATE LOCATION OF WALL MOUNTED NETWORK CABINET.
3. APPROXIMATE LOCATION OF CEILING CRAWL SPACE ACCESS.



1 BLACK BROOK GOLF COURSE BUILDING PERIMETER PLAN

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

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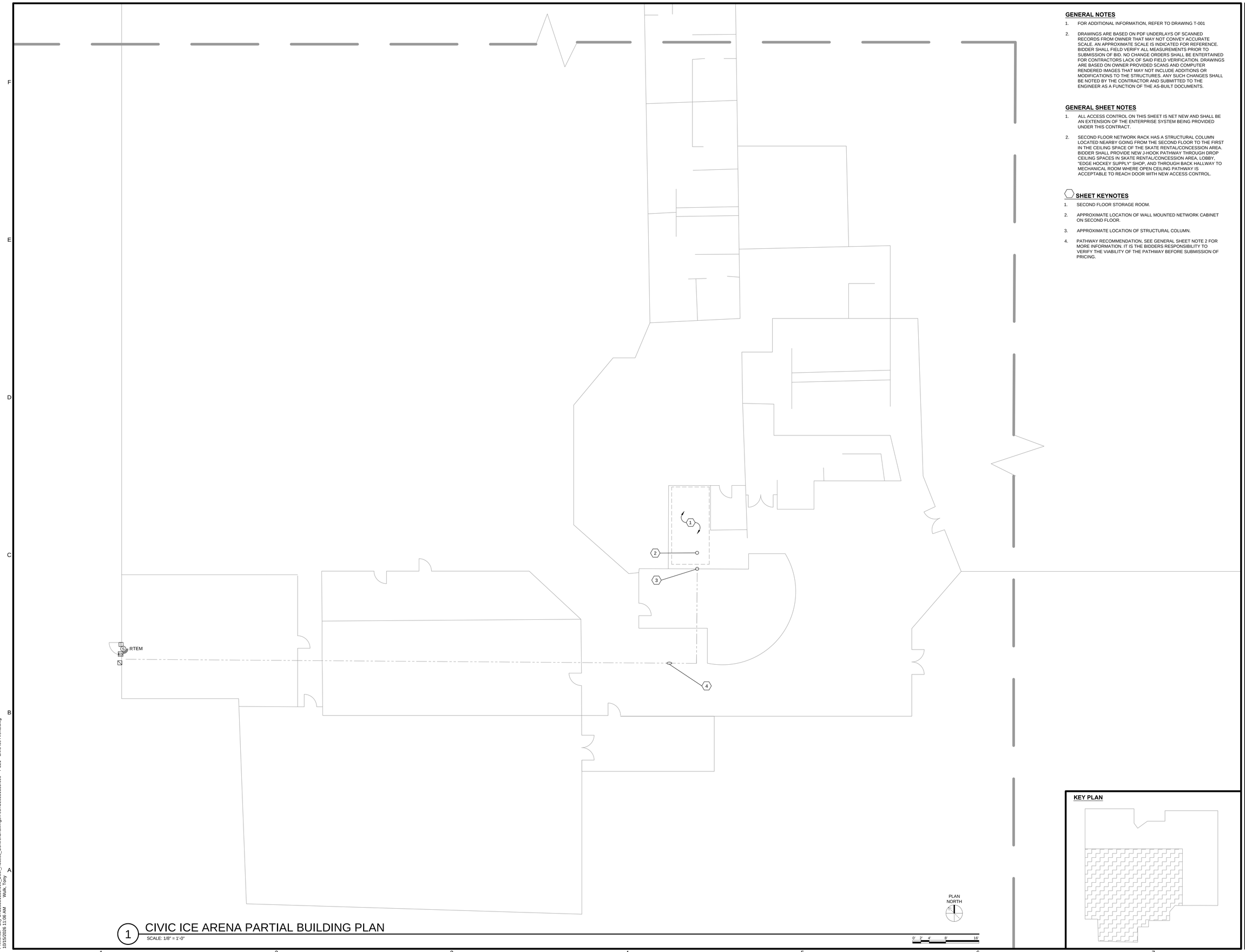
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OSBORN PROJ NO.	J20231135.000

BLACK BROOK BUILDING PERIMETER PLAN

DRAWING NO.

T-220

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10/15/2026 11:05 AM Walk, Tony



1 CIVIC ICE ARENA PARTIAL BUILDING PLAN

SCALE: 1/8" = 1'-0"

GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

GENERAL SHEET NOTES

1. ALL ACCESS CONTROL ON THIS SHEET IS NET NEW AND SHALL BE AN EXTENSION OF THE ENTERPRISE SYSTEM BEING PROVIDED UNDER THIS CONTRACT.
2. SECOND FLOOR NETWORK RACK HAS A STRUCTURAL COLUMN LOCATED NEARBY GOING FROM THE SECOND FLOOR TO THE FIRST IN THE CEILING SPACE OF THE SKATE RENTAL/CONCESSION AREA. BIDDER SHALL PROVIDE NEW J-HOOK PATHWAY THROUGH DROP CEILING SPACES IN SKATE RENTAL/CONCESSION AREA, LOBBY, "EDGE HOCKEY SUPPLY" SHOP, AND THROUGH BACK HALLWAY TO MECHANICAL ROOM WHERE OPEN CEILING PATHWAY IS ACCEPTABLE TO REACH DOOR WITH NEW ACCESS CONTROL.

SHEET KEYNOTES

1. SECOND FLOOR STORAGE ROOM.
2. APPROXIMATE LOCATION OF WALL MOUNTED NETWORK CABINET ON SECOND FLOOR.
3. APPROXIMATE LOCATION OF STRUCTURAL COLUMN.
4. PATHWAY RECOMMENDATION, SEE GENERAL SHEET NOTE 2 FOR MORE INFORMATION. IT IS THE BIDDERS RESPONSIBILITY TO VERIFY THE VIABILITY OF THE PATHWAY BEFORE SUBMISSION OF PRICING.

KEY PLAN

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www.osborn-eng.com

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CITY OF MENTOR

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(440)255-1100

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CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

CIVIC ICE ARENA PARTIAL BUILDING PLAN

DRAWING NO.

T-221

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-221 - Civic Ice Arena.dwg
10/15/2026 11:06 AM Wulk, Tony

GENERAL NOTES

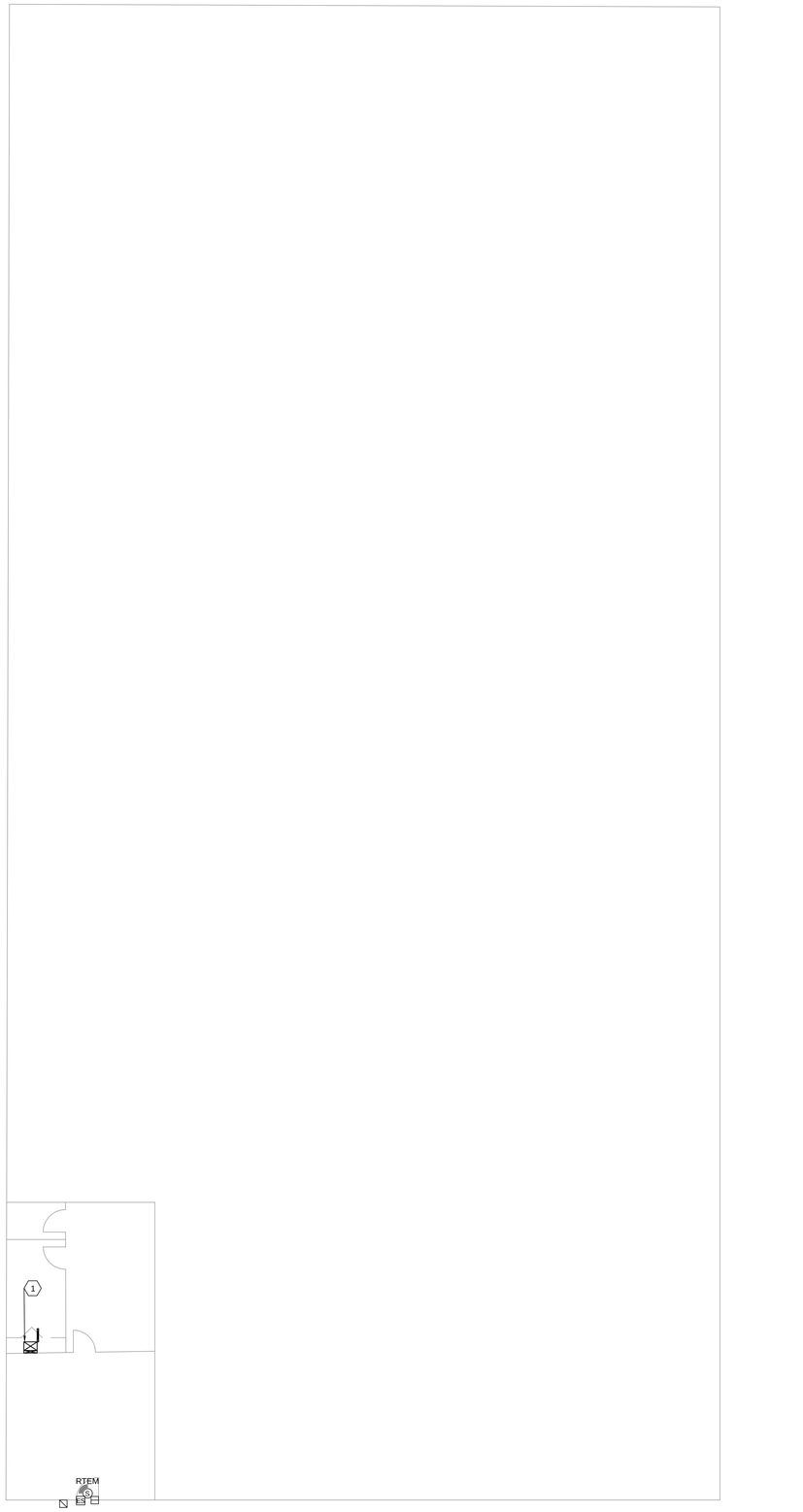
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GENERAL SHEET NOTES

1. ALL ACCESS CONTROL ON THIS SHEET IS NET NEW AND SHALL BE AN EXTENSION OF THE ENTERPRISE SYSTEM BEING PROVIDED UNDER THIS CONTRACT.
2. BIDDER SHALL PROVIDE J-HOOK PATHWAY IN DROP CEILING SPACE TO MEN'S RESTROOM CLOSET WHERE NETWORK RACK RESIDES.

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF NETWORK RACK, IN MEN'S BATHROOM CLOSET.



1 MARINA FLOOR PLAN
SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

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1	FOR BIDDING	10/15/26

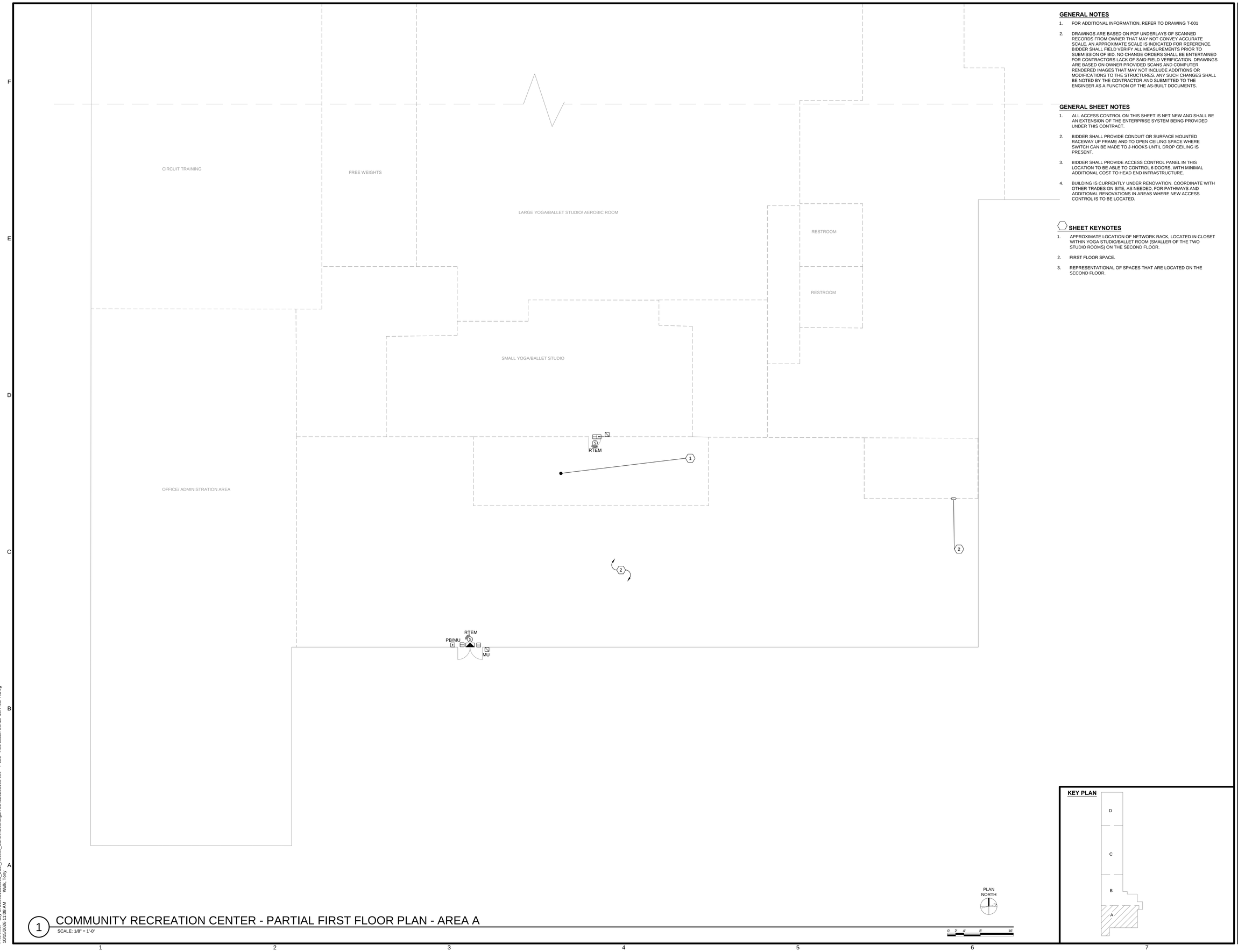
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OSBORN PROJ NO.	J20231135.000

MARINA FLOOR PLAN

DRAWING NO.
T-222

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-222 - Marina.dwg
10/15/2026 11:07 AM Walk, Tony



GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

GENERAL SHEET NOTES

1. ALL ACCESS CONTROL ON THIS SHEET IS NET NEW AND SHALL BE AN EXTENSION OF THE ENTERPRISE SYSTEM BEING PROVIDED UNDER THIS CONTRACT.
2. BIDDER SHALL PROVIDE CONDUIT OR SURFACE MOUNTED RACEWAY UP FRAME AND TO OPEN CEILING SPACE WHERE SWITCH CAN BE MADE TO J-HOOKS UNTIL DROP CEILING IS PRESENT.
3. BIDDER SHALL PROVIDE ACCESS CONTROL PANEL IN THIS LOCATION TO BE ABLE TO CONTROL 6 DOORS, WITH MINIMAL ADDITIONAL COST TO HEAD END INFRASTRUCTURE.
4. BUILDING IS CURRENTLY UNDER RENOVATION. COORDINATE WITH OTHER TRADES ON SITE, AS NEEDED, FOR PATHWAYS AND ADDITIONAL RENOVATIONS IN AREAS WHERE NEW ACCESS CONTROL IS TO BE LOCATED.

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF NETWORK RACK, LOCATED IN CLOSET WITHIN YOGA STUDIO/BALLET ROOM (SMALLER OF THE TWO STUDIO ROOMS) ON THE SECOND FLOOR.
2. FIRST FLOOR SPACE.
3. REPRESENTATIONAL OF SPACES THAT ARE LOCATED ON THE SECOND FLOOR.

KEY PLAN

1 COMMUNITY RECREATION CENTER - PARTIAL FIRST FLOOR PLAN - AREA A

SCALE: 1/8" = 1'-0"

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COMMUNITY REC CENTER - PARTIAL FIRST FLOOR PLAN - AREA A

DRAWING NO.

T-223

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-223 - Recreation Center 1st Floor A.dwg
10/15/2026 11:08 AM Walk, Tony



GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

GENERAL SHEET NOTES

1. ALL ACCESS CONTROL ON THIS SHEET IS NET NEW AND SHALL BE AN EXTENSION OF THE ENTERPRISE SYSTEM BEING PROVIDED UNDER THIS CONTRACT.
2. BIDDER SHALL USE J-HOOK PATHWAYS THROUGH DROP CEILING AREAS TO REACH CLOSET LOCATION.
3. BIDDER SHALL PROVIDE ACCESS CONTROL PANEL IN THIS LOCATION TO BE ABLE TO CONTROL 6 DOORS, WITH MINIMAL ADDITIONAL COST TO HEAD END INFRASTRUCTURE.
4. BUILDING IS CURRENTLY UNDER RENOVATION. COORDINATE WITH OTHER TRADES ON SITE, AS NEEDED, FOR PATHWAYS AND ADDITIONAL RENOVATIONS IN AREAS WHERE NEW ACCESS CONTROL IS TO BE LOCATED.

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF NETWORK CLOSET ON SECOND FLOOR CAT WALK.
2. REPRESENTATIONAL OF SPACES THAT ARE LOCATED ON THE SECOND FLOOR.
3. FITNESS ROOM AND TRACK.
4. SECOND FLOOR FITNESS ROOM AND TRACK MEZZANINE.

KEY PLAN

1 COMMUNITY RECREATION CENTER - PARTIAL FIRST FLOOR PLAN - AREA B
SCALE: 1/8" = 1'-0"

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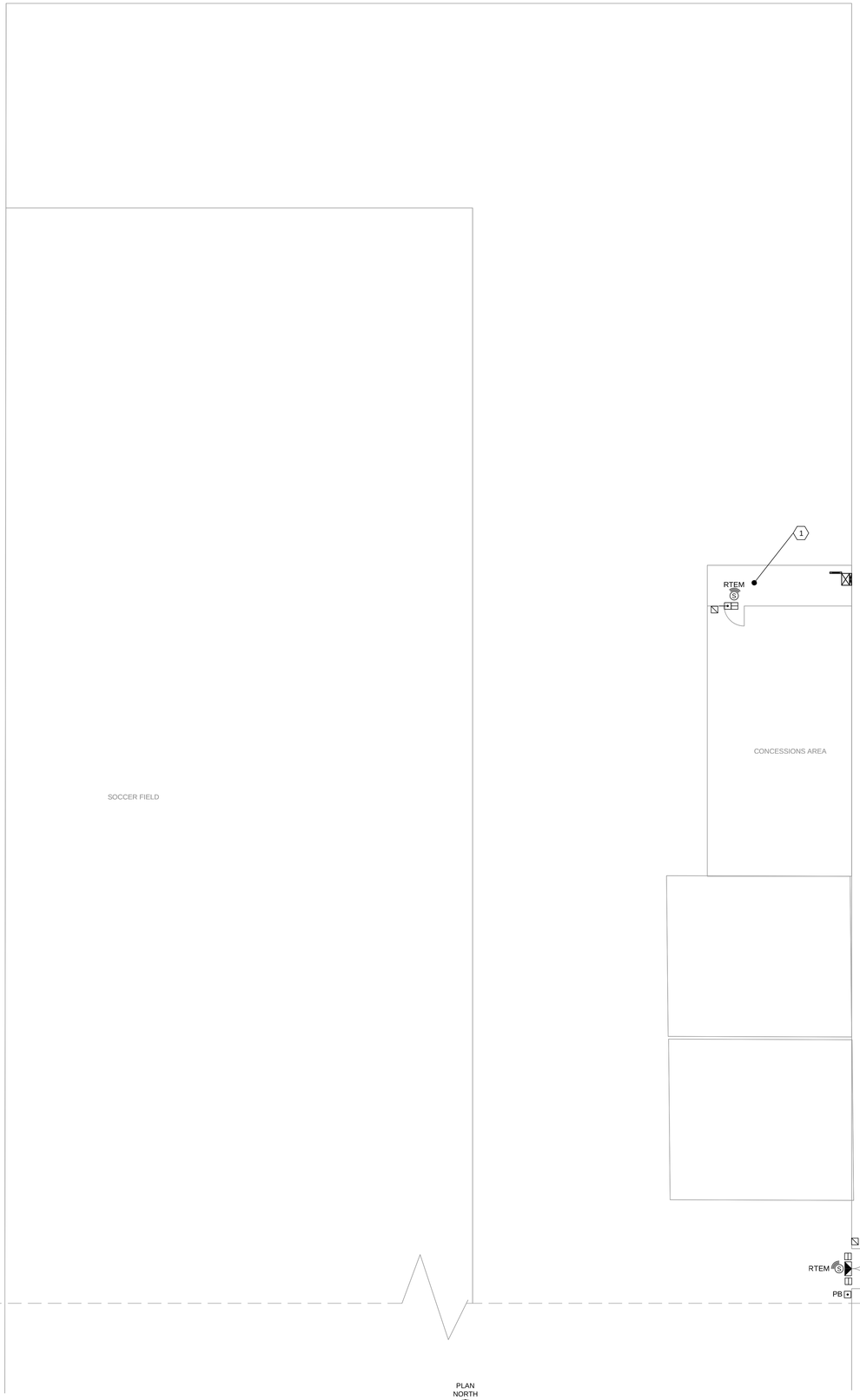
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COMMUNITY REC CENTER - PARTIAL FIRST FLOOR PLAN - AREA B

DRAWING NO.
T-224

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-224 - Recreation Center 1st Floor B.dwg
10/15/2026 11:10 AM Walk, Tony



GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

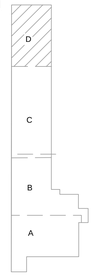
GENERAL SHEET NOTES

1. ALL ACCESS CONTROL ON THIS SHEET IS NET NEW AND SHALL BE AN EXTENSION OF THE ENTERPRISE SYSTEM BEING PROVIDED UNDER THIS CONTRACT.
2. BIDDER SHALL USE J-HOOKS THROUGH DROP CEILING SPACES AND ALONG WALLS TO REACH NETWORK AREA. TOPS OF INTERIOR BUILDINGS CAN BE USED TO ASSIST IN CABLE PATHWAY ROUTING.
4. BUILDING IS CURRENTLY UNDER RENOVATION. COORDINATE WITH OTHER TRADES ON SITE, AS NEEDED, FOR PATHWAYS AND ADDITIONAL RENOVATIONS IN AREAS WHERE NEW ACCESS CONTROL IS TO BE LOCATED.

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF INDOOR CONCESSION BUILDING WITH NETWORK CLOSET ACCESS TO THE FAR LEFT (INSIDE).

KEY PLAN



1 COMMUNITY RECREATION CENTER - PARTIAL FIRST FLOOR PLAN - AREA D

SCALE: 1/8" = 1'-0"

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OSBORN PROJ NO.	J20231135.000

COMMUNITY REC CENTER - PARTIAL FIRST FLOOR PLAN - AREA D

DRAWING NO.

T-225

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-225 - Recreation Center 1st Floor D.dwg
10/15/2026 11:11 AM Walk, Tony

GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001

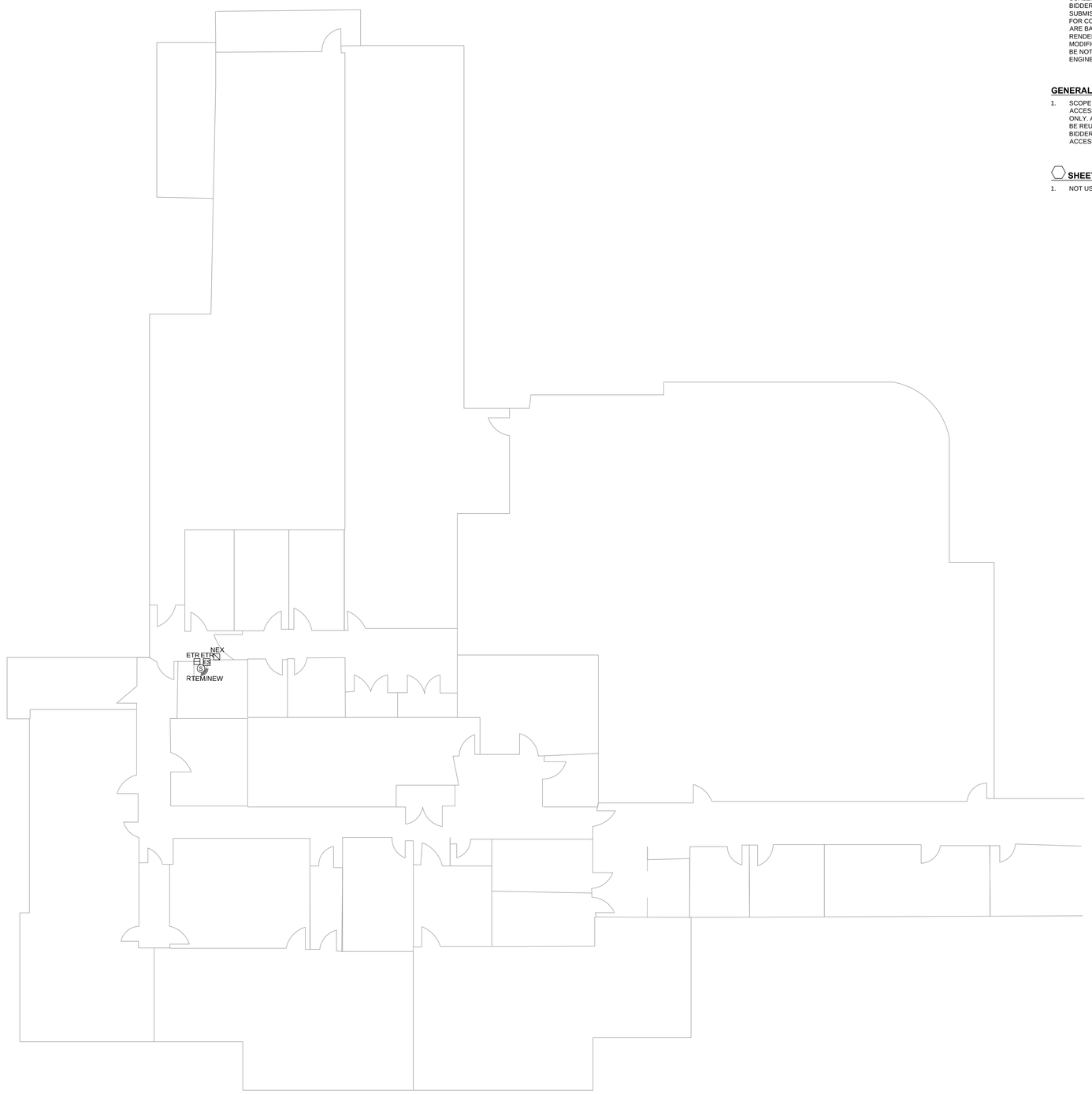
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GENERAL SHEET NOTES

1. SCOPE OF WORK SHALL BE REPLACEMENT OF THE EXISTING ACCESS CONTROL HEAD END PANELS AND CREDENTIAL READERS ONLY. ALL OTHER FIELD DEVICES AND CABLING SHALL REMAIN AND BE REUSED. RTEM SHALL BE ADDED AT EACH DOOR LOCATION. BIDDER SHALL REPLACE EXISTING KEY SCAN SYSTEM WITH NEW ACCESS CONTROL SYSTEM PER SPECIFICATIONS.

SHEET KEYNOTES

1. NOT USED



PLAN NORTH

1 POLICE DEPARTMENT BASEMENT PLAN
SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

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POLICE DEPARTMENT BASEMENT PLAN

DRAWING NO.

T-230

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-230 - Police Facility Basement.dwg
10/15/2026 11:13 AM Walk, Tony

GENERAL NOTES

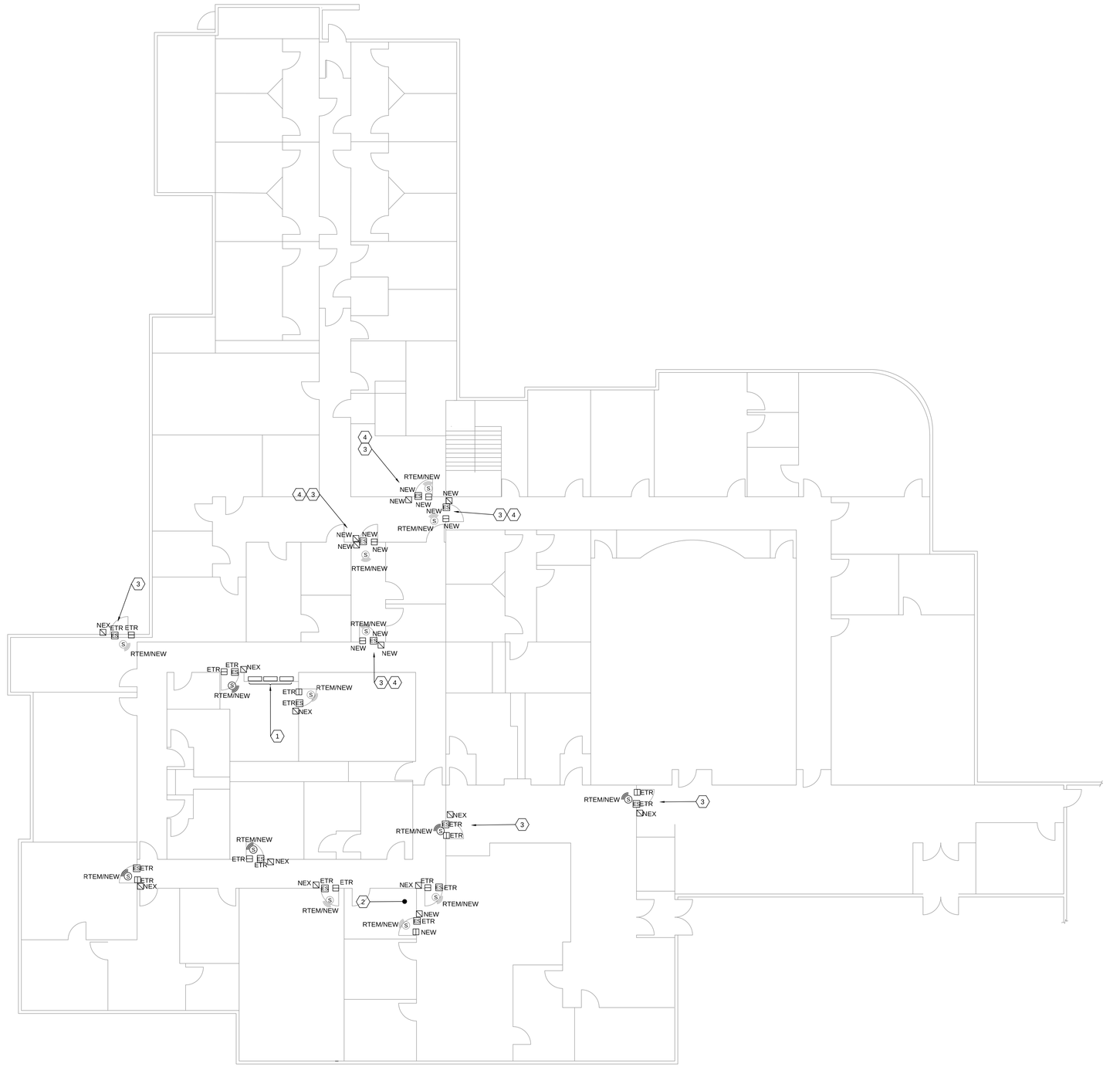
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GENERAL SHEET NOTES

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SHEET KEYNOTES

1. APPROXIMATE LOCATION OF ACCESS CONTROL PANELS TO BE REPLACED.
2. APPROXIMATE LOCATION OF NETWORK RACK.
3. DOOR SHALL MEET FIPS 201 COMPLIANCE.
4. READERS ASSOCIATED WITH THESE PORTALS REQUIRE CREDENTIAL READERS COMPLIANT WITH THE SPECIFICATIONS WITH THE ADDED FEATUER OF INTEGRAL KEYPAD.


RTEM/NEW
NEW
NEW

GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001

2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

GENERAL SHEET NOTES

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SHEET KEYNOTES

1. DOOR SHALL MEET FIPS 201 COMPLIANCE.

1 POLICE DEPARTMENT SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

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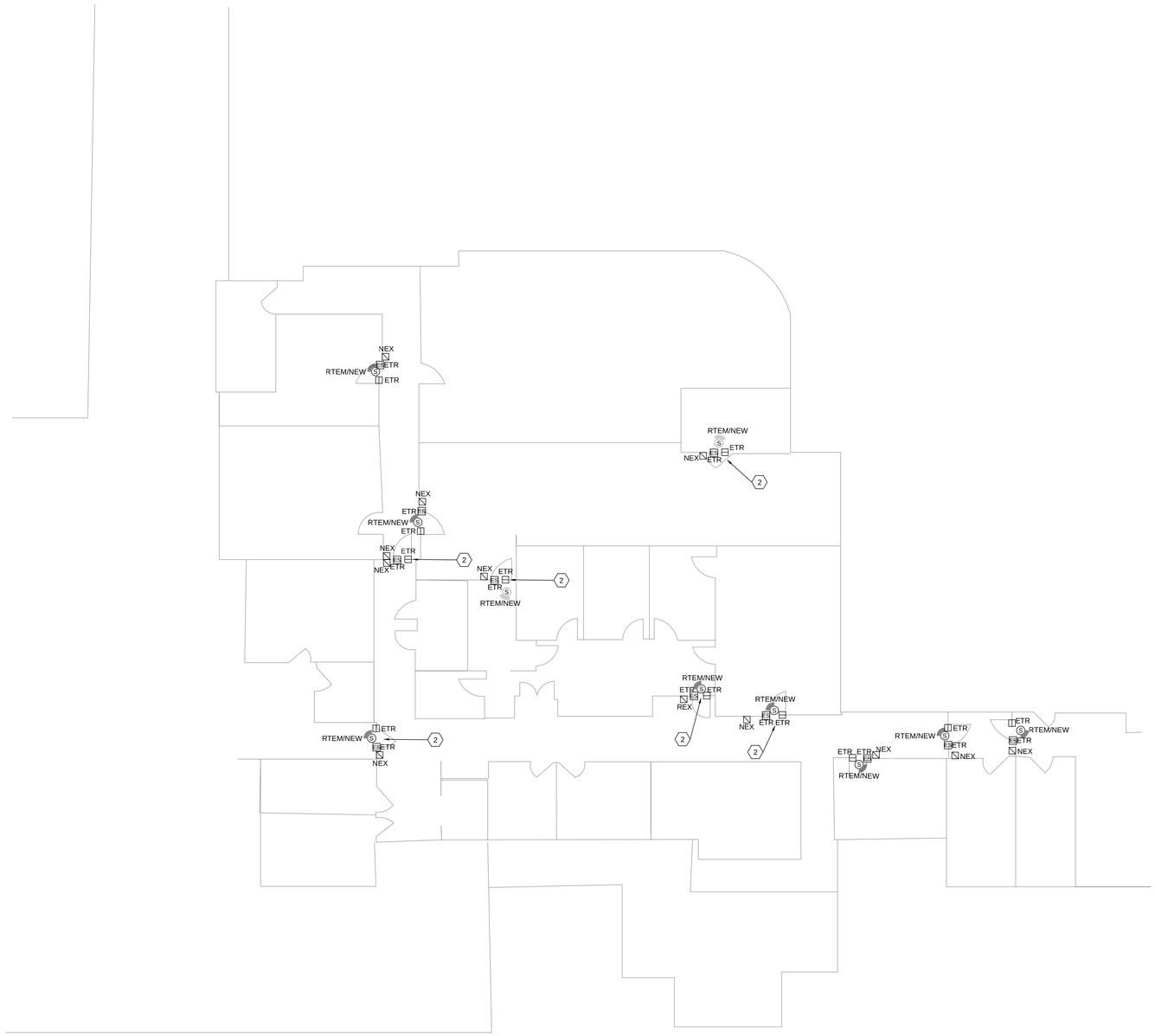
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CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

POLICE DEPARTMENT SECOND FLOOR PLAN

DRAWING NO.

T-232

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-232 - Police Facility 2nd Floor.dwg
10/15/2026 11:15 AM
Walk, Tony



PLAN NORTH

0' 2' 4' 8' 16'

1 MUNICIPAL COURT LOWER LEVEL PLAN

SCALE: 1/8" = 1'-0"

GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
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GENERAL SHEET NOTES

1. SCOPE OF WORK SHALL BE REPLACEMENT OF THE EXISTING ACCESS CONTROL HEAD END PANELS AND CREDENTIAL READERS ONLY. ALL OTHER FIELD DEVICES AND CABLING SHALL REMAIN AND BE REUSED. RTEM SHALL BE ADDED AT EACH DOOR LOCATION. BIDDER SHALL REPLACE EXISTING KEY SCAN SYSTEM WITH NEW ACCESS CONTROL SYSTEM PER SPECIFICATIONS.

SHEET KEYNOTES

1. DOOR SHALL MEET FIPS 201 COMPLIANCE.

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MUNICIPAL COURT LOWER LEVEL PLAN

DRAWING NO.

T-233

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-233 - Municipal Court Lower Level.dwg
10/15/2026 11:16 AM
Walk, Tony

GENERAL NOTES

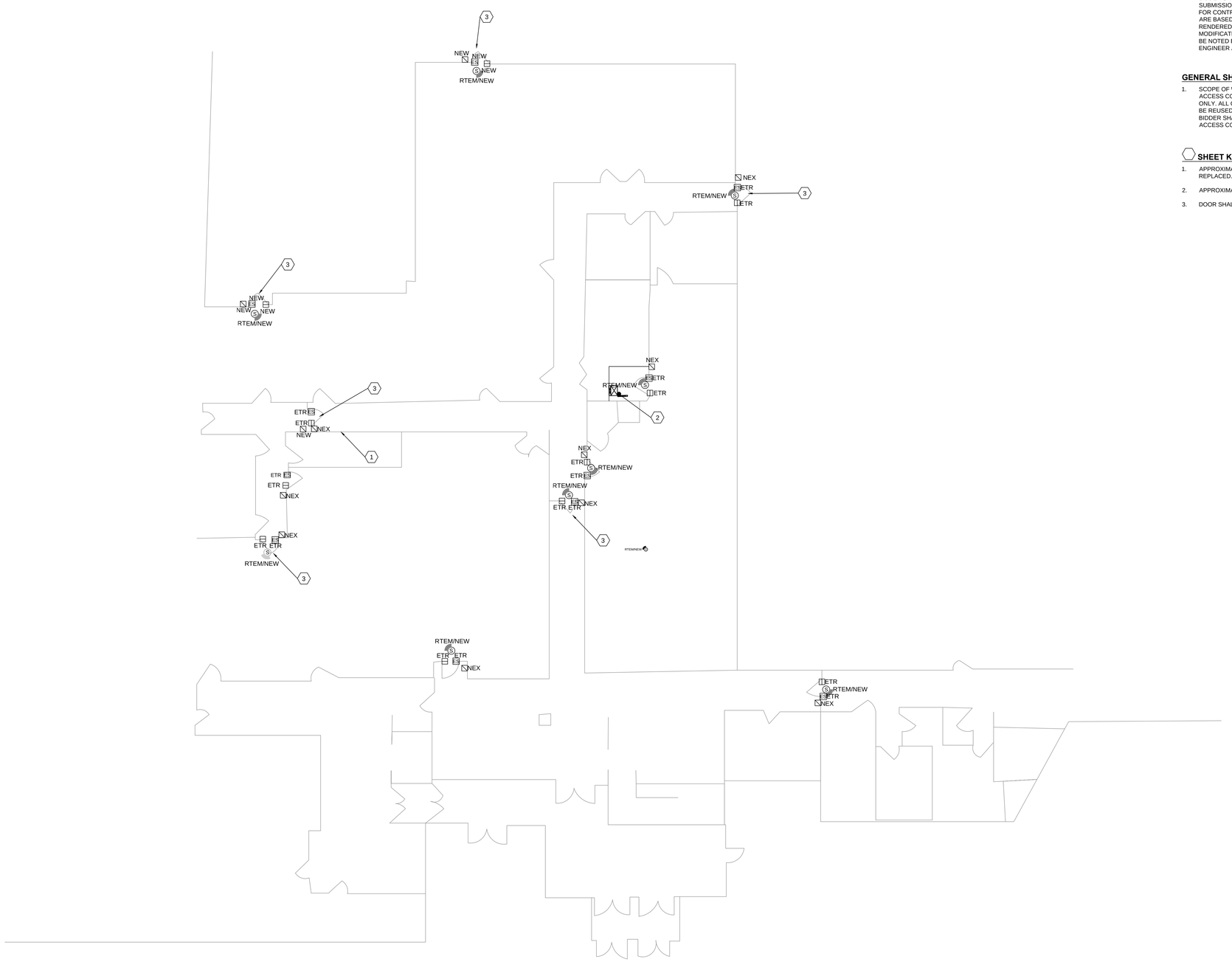
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GENERAL SHEET NOTES

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SHEET KEYNOTES

1. APPROXIMATE LOCATION OF ACCESS CONTROL PANELS TO BE REPLACED.
2. APPROXIMATE LOCATION OF NETWORK RACK.
3. DOOR SHALL MEET FIPS 201 COMPLIANCE.



PLAN NORTH

0' 2' 4' 8' 16'

1 MUNICIPAL COURT FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

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CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

MUNICIPAL COURT FIRST FLOOR PLAN

DRAWING NO.

T-234

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-234 - Municipal Court 1st Floor.dwg
10/15/2026 11:17 AM Walk, Tony



GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

GENERAL SHEET NOTES

1. ALL ACCESS CONTROL ON THIS SHEET IS NET NEW AND SHALL BE AN EXTENSION OF THE ENTERPRISE SYSTEM BEING PROVIDED UNDER THIS CONTRACT.
2. BIDDER SHALL PROVIDE J-HOOK PATHWAY FROM DOOR TO NETWORK RACK; OPEN CEILING SPACE.

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF NETWORK RACK.

PLAN NORTH

0' 2' 4' 8' 16'

1 SENIOR CENTER FLOOR PLAN

SCALE: 1/8" = 1'-0"

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DRAWN BY	LFD
CHECKED BY	AMW
CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

SENIOR CENTER
FLOOR PLAN

DRAWING NO.

T-240

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-240 - Senior Center.dwg
10/15/2026 11:19 AM
Walk, Tony

GENERAL NOTES

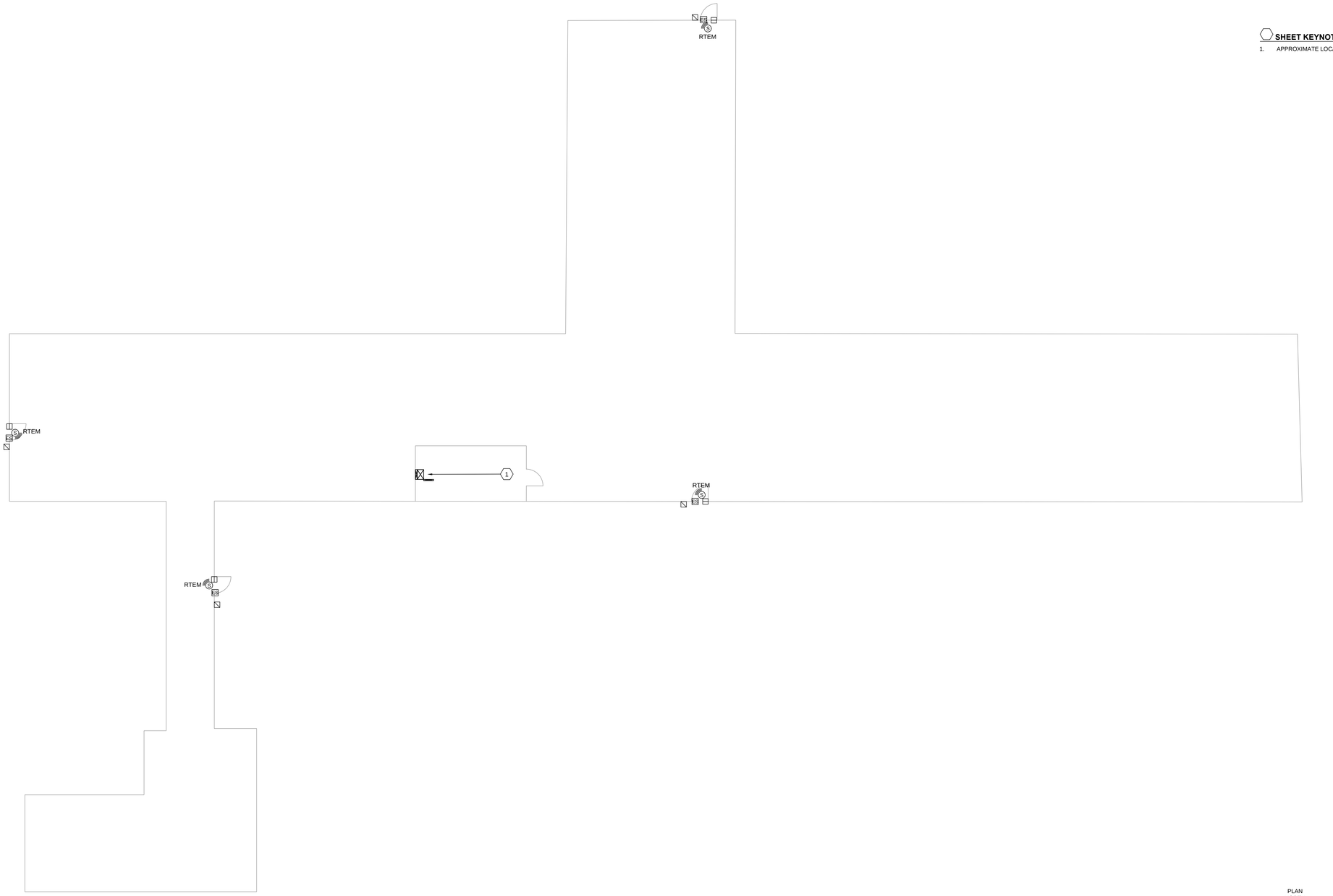
1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
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GENERAL SHEET NOTES

1. ALL ACCESS CONTROL ON THIS SHEET IS NET NEW AND SHALL BE AN EXTENSION OF THE ENTERPRISE SYSTEM BEING PROVIDED UNDER THIS CONTRACT.
2. BIDDER SHALL PROVIDE NEW J-HOOK PATHWAYS IN DROP CEILING SPACES AND ALONG WALL IN OPEN CEILING SPACES TO NETWORK RACK LOCATION.
3. ALL EXISTING DOOR HARDWARE SHALL BE LOCKED AT ALL TIMES TO ALLOW PROPER EGRESS VIA ACCESS CONTROL SYSTEM DEVICES.

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF NETWORK RACK.



PLAN NORTH

0' 2' 4' 8' 16'

1 SPRINGBROOK MAINTENANCE DEPARTMENT BUILDING PERIMETER PLAN

SCALE: 1/8" = 1'-0"

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SPRINGBROOK MAINTENANCE DEPT BUILDING PERIMETER PLAN

DRAWING NO.

T-250

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-250 - Springbrook Maint Dept.dwg
10/15/2026 11:19 AM Wulk, Tony

GENERAL NOTES

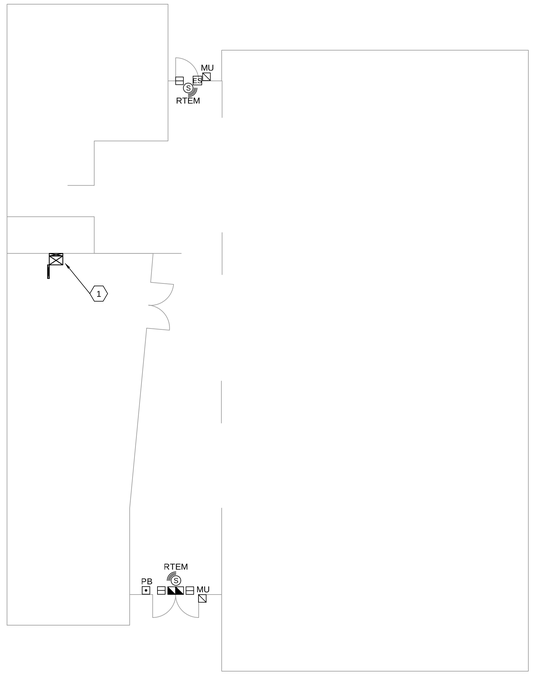
1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

GENERAL SHEET NOTES

1. ALL ACCESS CONTROL ON THIS SHEET IS NET NEW AND SHALL BE AN EXTENSION OF THE ENTERPRISE SYSTEM BEING PROVIDED UNDER THIS CONTRACT.
2. CABLE ROUTED FROM DOORS TO CEILING, ONCE OUT OF FRAME, SHALL BE IN CONDUIT OR SURFACE MOUNTED RACEWAY AND PAINTED BLACK TO BLEND INTO SURROUNDINGS.

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF NETWORK RACK.



PLAN NORTH

1 SPRINGBROOK GARDEN HOUSE FLOOR PLAN

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

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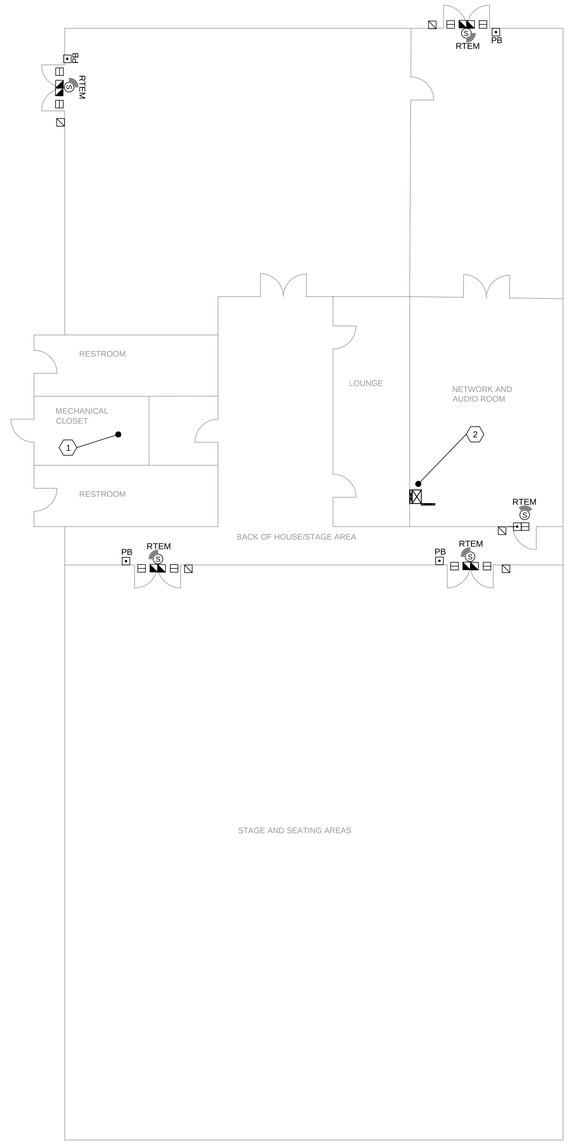
DRAWN BY	LFD
CHECKED BY	AMW
CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

SPRINGBROOK GARDEN HOUSE FLOOR PLAN

DRAWING NO.

T-251

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-251 - Springbrook Garden House.dwg
10/15/2026 11:21 AM Walk, Tony



PLAN
NORTH

1 AMPHITHEATRE FLOOR PLAN

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

GENERAL SHEET NOTES

1. ALL ACCESS CONTROL ON THIS SHEET IS NET NEW AND SHALL BE AN EXTENSION OF THE ENTERPRISE SYSTEM BEING PROVIDED UNDER THIS CONTRACT.
2. IT IS THE BIDDERS RESPONSIBILITY TO VERIFY THE VIABILITY OF THE PATHWAY BEFORE SUBMISSION OF PRICING.

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF CRAWLSPACE ACCESS FOR BUILDING CEILING SPACE.
2. APPROXIMATE LOCATION OF NETWORK RACK.

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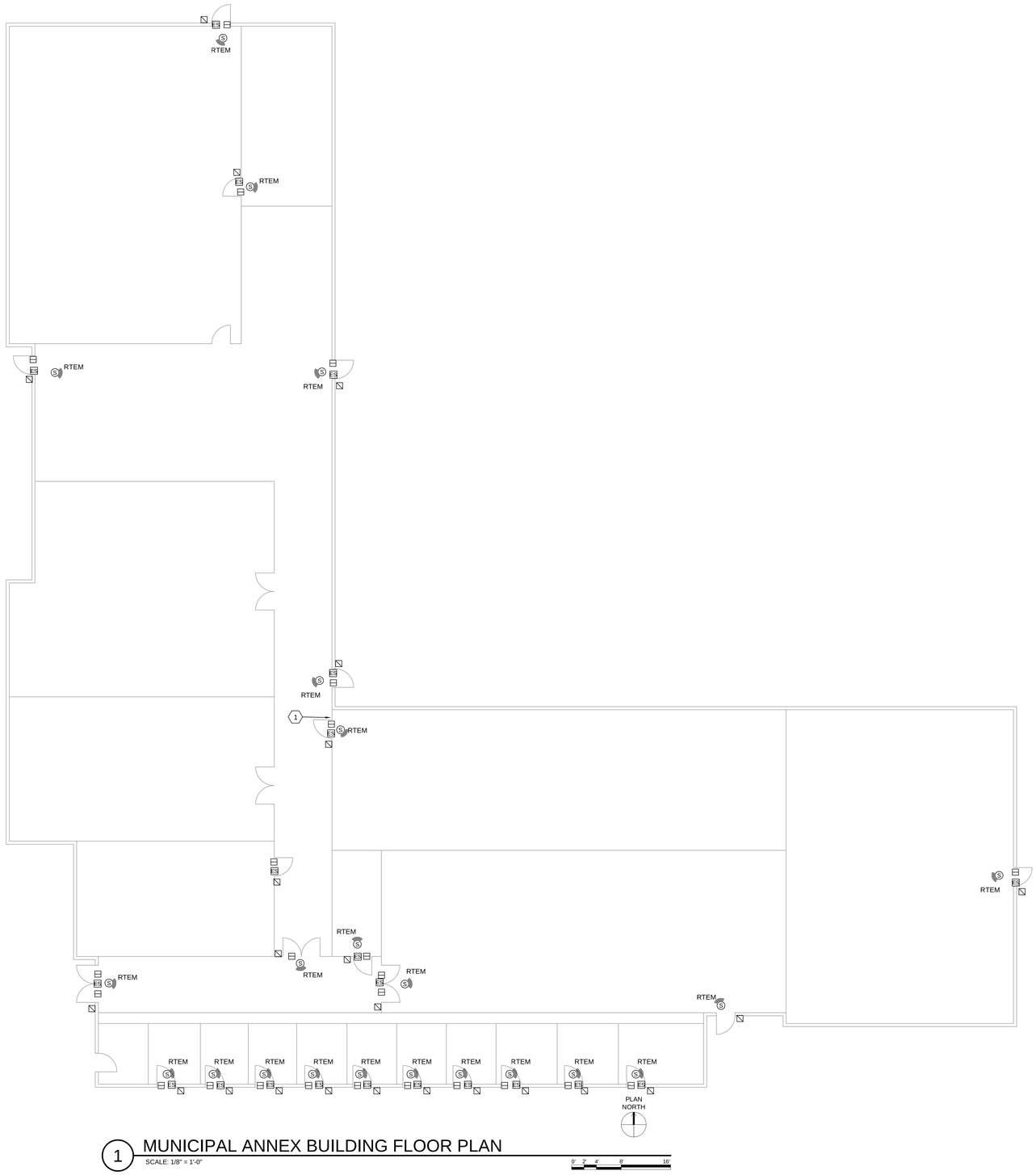
DRAWN BY	LFD
CHECKED BY	AMW
CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

AMPHITHEATRE FLOOR PLAN

DRAWING NO.

T-260

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-260 - Amphitheatre.dwg
10/15/2026 11:23 AM
Walk, Tony



1 MUNICIPAL ANNEX BUILDING FLOOR PLAN

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

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2. IT IS THE BIDDERS RESPONSIBILITY TO VERIFY THE VIABILITY OF THE PATHWAY BEFORE SUBMISSION OF PRICING.

SHEET KEYNOTES

1. DOOR SHALL MEET FIPS 201 COMPLIANCE.

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CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

MUNICIPAL ANNEX BUILDING FLOOR PLAN

DRAWING NO.

T-270

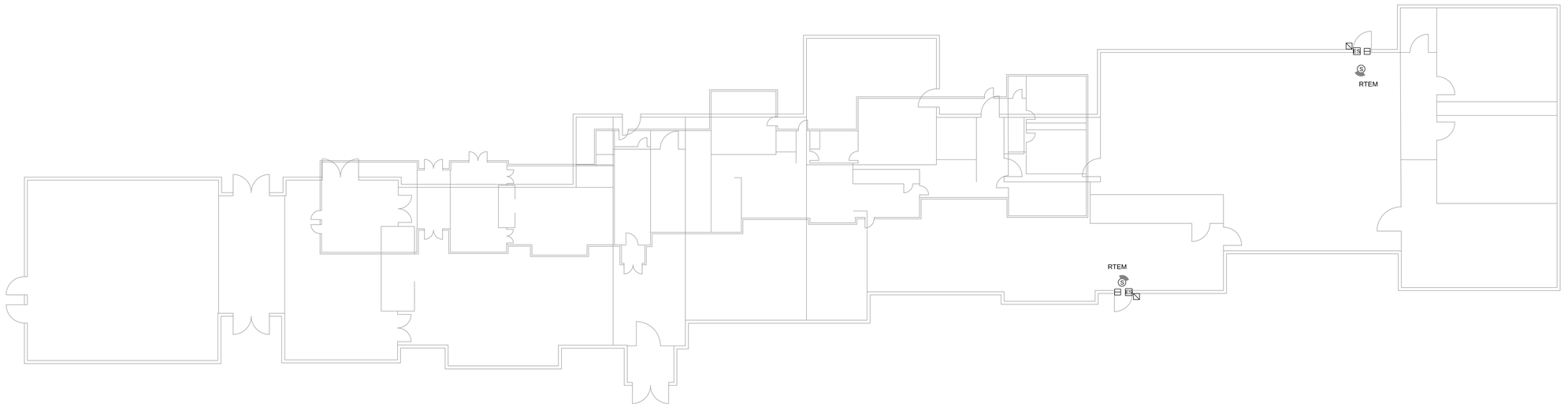
P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-270 - Municipal Annex Building.dwg
10/15/2026 11:24 AM Wulk, Tony

GENERAL NOTES

1. FOR ADDITIONAL INFORMATION, REFER TO DRAWING T-001
2. DRAWINGS ARE BASED ON PDF UNDERLAYS OF SCANNED RECORDS FROM OWNER THAT MAY NOT CONVEY ACCURATE SCALE. AN APPROXIMATE SCALE IS INDICATED FOR REFERENCE. BIDDER SHALL FIELD VERIFY ALL MEASUREMENTS PRIOR TO SUBMISSION OF BID. NO CHANGE ORDERS SHALL BE ENTERTAINED FOR CONTRACTORS LACK OF SAID FIELD VERIFICATION. DRAWINGS ARE BASED ON OWNER PROVIDED SCANS AND COMPUTER RENDERED IMAGES THAT MAY NOT INCLUDE ADDITIONS OR MODIFICATIONS TO THE STRUCTURES. ANY SUCH CHANGES SHALL BE NOTED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS A FUNCTION OF THE AS-BUILT DOCUMENTS.

GENERAL SHEET NOTES

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PLAN NORTH

1 WILDWOOD CULTURAL CENTER FLOOR PLAN

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

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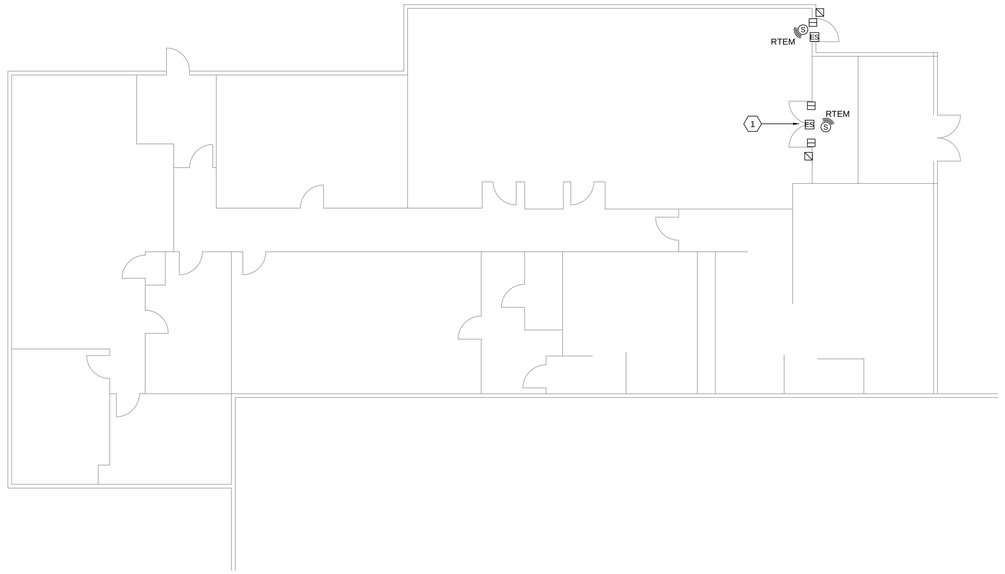
DRAWN BY	LFD
CHECKED BY	AMW
CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

WILDWOOD CULTURAL CTR FLOOR PLAN

DRAWING NO.

T-280

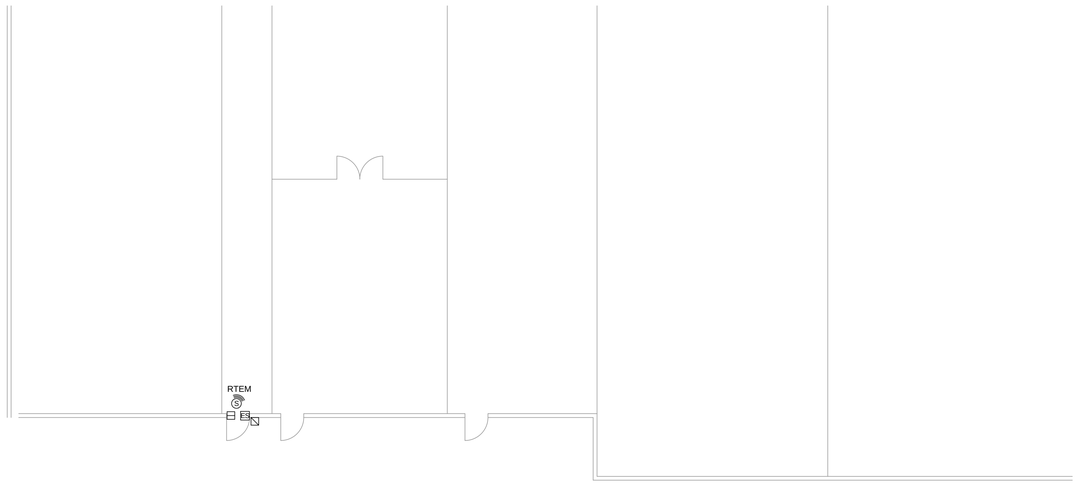
P:\Mentor - City Of\J20231135.000_Door_Access_Centre\0\drawings\Tech\J20231135.000 - T-280 - Wildwood Cultural Center.dwg
10/12/2026 1:13 PM Wulk, Tony



1 MAINTENANCE FACILITY PARTIAL FLOOR PLAN - WEST CORNER

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'



1 MAINTENANCE FACILITY PARTIAL FLOOR PLAN - SOUTH CORNER

SCALE: 1/8" = 1'-0"

0' 2' 4' 8' 16'

GENERAL NOTES

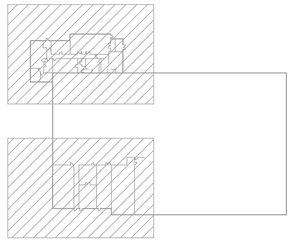
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GENERAL SHEET NOTES

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2. IT IS THE BIDDERS RESPONSIBILITY TO VERIFY THE VIABILITY OF THE PATHWAY BEFORE SUBMISSION OF PRICING.

SHEET KEYNOTES

1. DOOR SHALL MEET FIPS 201 COMPLIANCE.



KEY PLAN

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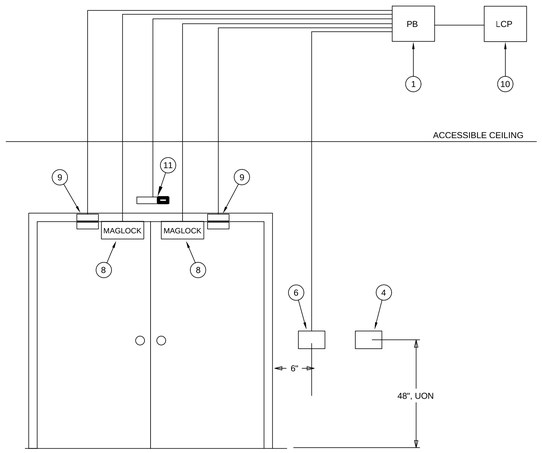
DRAWN BY	LFD
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CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

NEW MAINT FACILITY FLOOR PLAN

DRAWING NO.

T-290

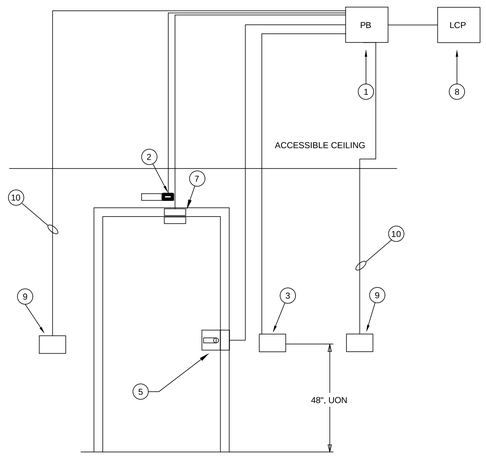
P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-290 -Maintenance Facility.dwg
10/15/2026 11:28 AM Walk, Tony



1 SECURITY DOOR DETAIL 1

NOT TO SCALE

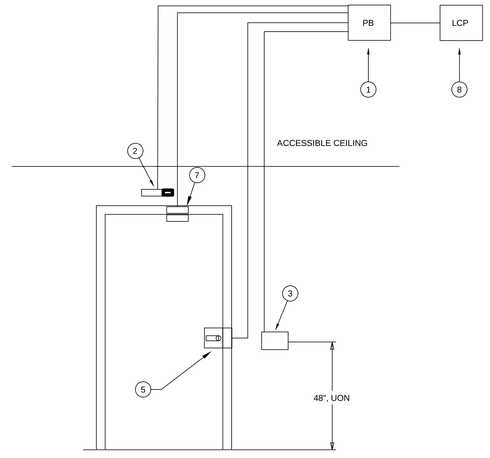
1. PROVIDE THE JUNCTION BOX ON THE SECURE SIDE OF THE DOOR ABOVE ACCESSIBLE CEILING AND IN A LOCATION THAT PROVIDES EASY ACCESS FOR CONNECTING AND SERVICE.
2. NOT USED.
3. NOT USED.
4. PROVIDE CREDENTIAL READER, LOCATED ON PUBLIC SIDE OF DOOR.
5. NOT USED.
6. PROVIDE "EXIT BUTTON" LOCATED ON SECURE SIDE OF DOOR.
7. NOT USED.
8. PROVIDE MAGNETIC LOCKS ON SECURE SIDE OF DOOR, SEE MOUNTING INSTRUCTIONS PROVIDED WITH LOCKS.
9. PROVIDE DOOR POSITION SWITCH IN DOOR FRAME, OR INTEGRATED INTO MAGNETIC LOCK.
10. LOCAL CONTROL PANEL LOCATED IN TELECOMMUNICATIONS ROOM.
11. PROVIDE REQUEST TO EXIT MOTION DETECTOR ON SECURE SIDE OF DOOR.



2 SECURITY DOOR DETAIL 2

NOT TO SCALE

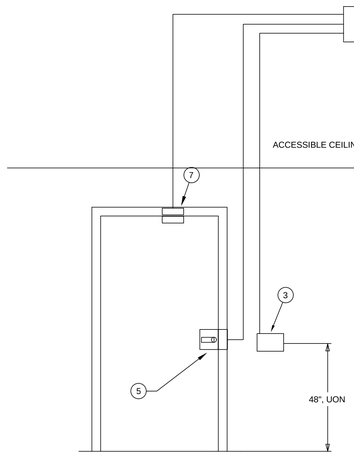
1. PROVIDE 6" X 6" X 4" JUNCTION BOX ON THE SECURE SIDE OF THE DOOR ABOVE ACCESSIBLE CEILING AND IN A LOCATION THAT PROVIDES EASY ACCESS FOR CONNECTING AND SERVICE.
2. PROVIDE REQUEST TO EXIT MOTION DETECTOR ON SECURE SIDE OF DOOR.
3. PROVIDE CREDENTIAL READER, LOCATED ON PUBLIC SIDE OF DOOR.
4. NOT USED.
5. PROVIDE ELECTRIC STRIKE.
6. NOT USED.
7. PROVIDE DOOR POSITION SWITCH.
8. LOCAL CONTROL PANEL LOCATED IN TELECOMMUNICATIONS ROOM.
9. ADA PUSHPLATE, EXISTING, SHALL INTERFACE WITH ACCESS CONTROL SYSTEM FOR RELEASE OF DOOR.
10. ELECTRIC OPERATOR BY OTHERS, EXISTING.



3 SECURITY DOOR DETAIL 3

NOT TO SCALE

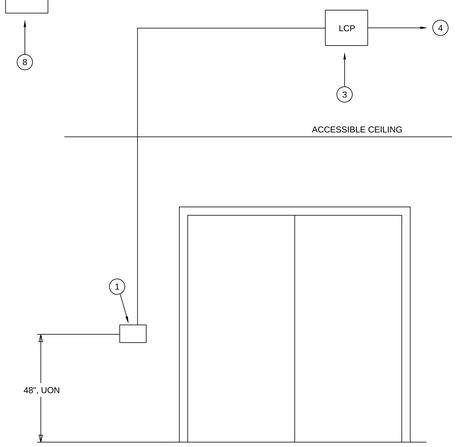
1. PROVIDE 6" X 6" X 4" JUNCTION BOX ON THE SECURE SIDE OF THE DOOR ABOVE ACCESSIBLE CEILING AND IN A LOCATION THAT PROVIDES EASY ACCESS FOR CONNECTING AND SERVICE.
2. PROVIDE REQUEST TO EXIT MOTION DETECTOR ON SECURE SIDE OF DOOR.
3. PROVIDE CREDENTIAL READER, LOCATED ON PUBLIC SIDE OF DOOR.
4. NOT USED.
5. PROVIDE ELECTRIC STRIKE.
6. NOT USED.
7. INSTALL DOOR POSITION SWITCH IN DOOR FRAME.
8. LOCAL CONTROL PANEL LOCATED IN TELECOMMUNICATIONS ROOM.



4 SECURITY DOOR DETAIL 4

NOT TO SCALE

1. PROVIDE 6" X 6" X 4" JUNCTION BOX ON THE SECURE SIDE OF THE DOOR ABOVE ACCESSIBLE CEILING AND IN A LOCATION THAT PROVIDES EASY ACCESS FOR CONNECTING AND SERVICE.
2. NOT USED.
3. PROVIDE CREDENTIAL READER, LOCATED ON BOTH SIDES OF DOOR.
4. NOT USED.
5. PROVIDE ELECTRIC STRIKE.
6. NOT USED.
7. INSTALL DOOR POSITION SWITCH IN DOOR FRAME.
8. LOCAL CONTROL PANEL LOCATED IN TELECOMMUNICATIONS ROOM.



5 SECURITY DOOR DETAIL 5

NOT TO SCALE

(X) DETAIL NOTES:

1. PROVIDE CREDENTIAL READER ON PUBLIC SIDE OF DOOR.
2. NOT USED.
3. LOCAL CONTROL PANEL LOCATED IN TELECOMMUNICATIONS ROOM.
4. PROVIDE REQUIRED CABLING TO ELEVATOR CONTROL PANEL. COORDINATE EXACT REQUIREMENTS WITH ELEVATOR MANUFACTURER. USER SHALL ONLY BE ABLE TO CALL ELEVATOR UPON PRESENTING AN AUTHORIZED CREDENTIAL TO THE READER DURING PROGRAMMED WEEKENDS AND OFF DAYS.

DOOR DETAIL NOTE:

REFER TO SYMBOLS PER DRAWING TO DETERMINE WHICH DOOR TYPES ARE USED PER SITE. THESE DOOR TYPES ARE INDICTIVE OF HOW FINAL DOORS SHOULD LOOK WHEN COMPLETE.

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CITY OF MENTOR
ACCESS CONTROL UPGRADE
8500 CIVIC CENTER BLVD.
MENTOR, OH 44060

CITY OF MENTOR
8500 CIVIC CENTER BLVD.
MENTOR, OH 44060
(440)255-1100

TAG	ISSUED	DATE
1	FOR BIDDING	10/15/26

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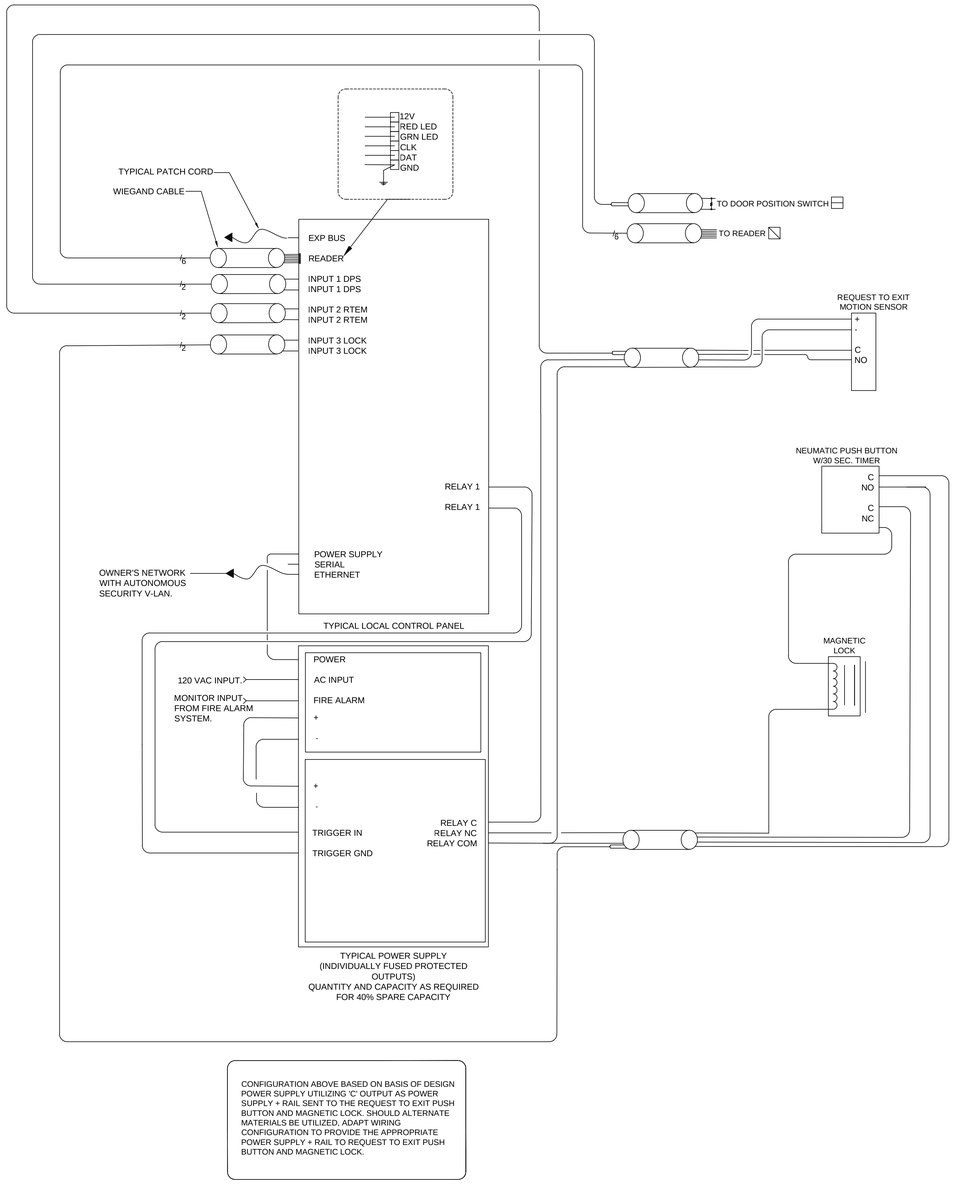
DRAWN BY	LFD
CHECKED BY	AMW
CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

ACCESS CONTROL DOOR DETAILS

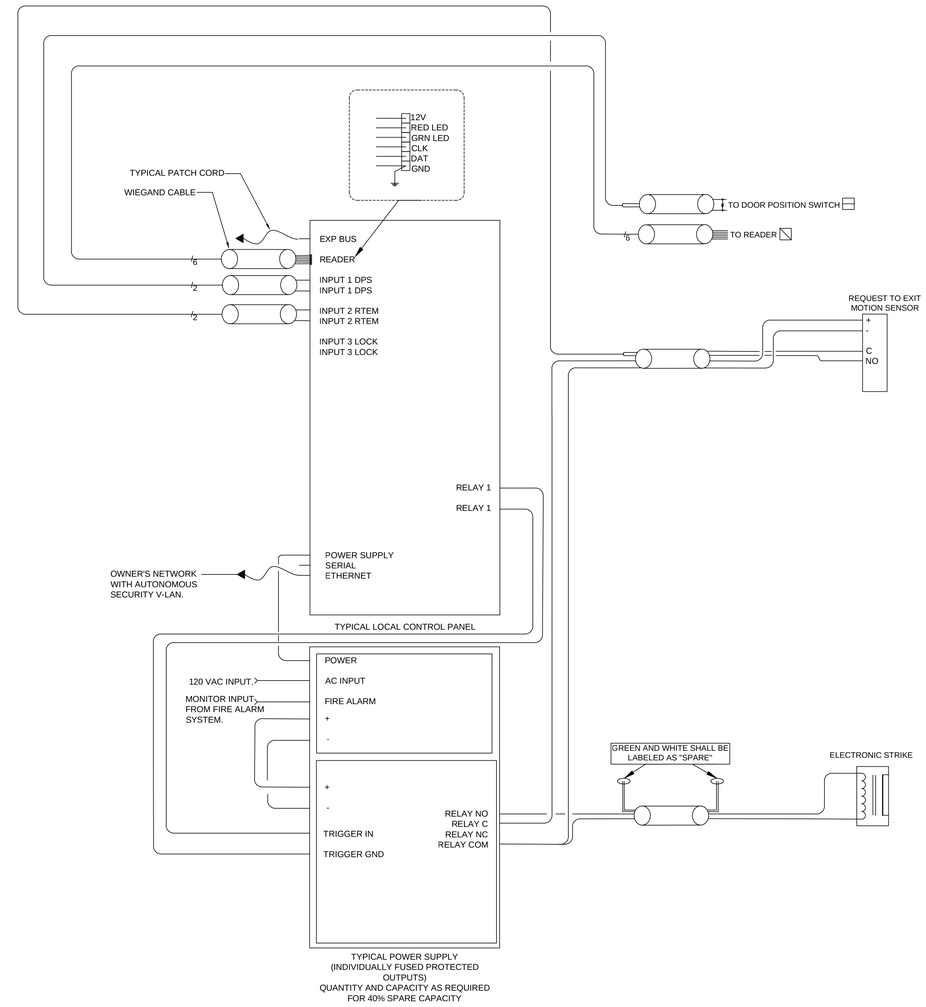
DRAWING NO.

T-501

P:\Mentor - City Of\J20231135.000_Door_Access_Control\Drawings\Tech\J20231135.000 - T-501 - Door Details.dwg
10/15/2026 11:29 AM Wulk, Tony



CONFIGURATION ABOVE BASED ON BASIS OF DESIGN POWER SUPPLY UTILIZING 'C' OUTPUT AS POWER SUPPLY + RAIL SENT TO THE REQUEST TO EXIT PUSH BUTTON AND MAGNETIC LOCK. SHOULD ALTERNATE MATERIALS BE UTILIZED, ADAPT WIRING CONFIGURATION TO PROVIDE THE APPROPRIATE POWER SUPPLY + RAIL TO REQUEST TO EXIT PUSH BUTTON AND MAGNETIC LOCK.



1 TYPICAL ACCESS CONTROLLED DOOR RISER DIAGRAM

ACCESS CONTROL RISER NOTES:

1. ACCESS CONTROL CONTRACTOR SHALL VERIFY EXACT CABLING REQUIREMENTS PRIOR TO INSTALLATION.
2. DIAGRAM IS REPRESENTATIONAL OF DESIGN INTENT ONLY. ACCESS CONTROL CONTRACTOR SHALL SUBMIT FOR APPROVAL, PROJECT SPECIFIC RISER DIAGRAM, AND INSTALL PER MANUFACTURERS RECOMMENDATIONS. PROVIDE ALL REQUIRED PANELS AND I/O AS REQUIRED.
3. PROVIDE POWER SUPPLIES FOR ALL CABINETS AND EDGE DEVICES. COORDINATE SWITCHING OF DOOR HARDWARE POWER SUPPLIES PROVIDED BY DOOR HARDWARE SUPPLIER. REFER TO ARCHITECTURAL DOOR HARDWARE SCHEDULE AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
4. ALL INSTALLATION MATERIALS AND WORKMANSHIP SHALL BE PER LOCAL, STATE AND FEDERAL CODES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO NFPA 70 (NEC) AND NFPA 101.
5. ACCESS CONTROL CONTRACTOR SHALL COORDINATE EXACT POWER SUPPLY 120 VAC CONNECTIONS WITH THE ELECTRICAL CONTRACTOR.
6. ACCESS CONTROL CONTRACTOR SHALL PROVIDE ALL JUMPERS AND CABLING REQUIRED TO COMPLETE ALL INTERCONNECTIONS OF THE SYSTEM. ALL ETHERNET NETWORK OR OTHER STRUCTURED CABLING BOTH COPPER AND FIBER SHALL BE COMPLIANT WITH THE DIVISION 27 SPECIFICATIONS, AND SHALL MATCH THE MANUFACTURER AND PERFORMANCE RATING OF THE STRUCTURED CABLING REQUIREMENTS.
7. CABLING REFERENCED IN RISER DIAGRAM IS ETR IN EXISTING BUILDINGS AND NET NEW IN BUILDINGS THAT HAVE NO EXISTING ACCESS CONTROL SYSTEM WITHIN.

OSBORN ENGINEERING
1111 Superior Avenue, Suite 2100 | Cleveland, OH 44114
(216) 861-2020 www.osborn-eng.com

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ACCESS
CONTROL
UPGRADE
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1	FOR BIDDING	10/15/26

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DRAWN BY	LFD
CHECKED BY	AMW
CLIENT PROJ NO.	N/A
OSBORN PROJ NO.	J20231135.000

ACCESS CONTROL
SYSTEM RISER
DIAGRAM

DRAWING NO.

T-601

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10/15/2026 11:31 AM Walk, Tony

SECTION 6
SPECIFIC PROJECT REQUIREMENTS

SPECIFIC PROJECT REQUIREMENTS

1) Contact During Bidding

All Questions during bidding should be addressed to Lorne Vernon, Public Works Director who can be reached at the City of Mentor Public Works, 6645 Hopkins Road (440) 974-5781 & Ali Seyhan, Chief Technology Officer who can be reached at the City of Mentor, 8500 Civic Center Blvd (440) 255-1100.

2) Taxes

The Contractor shall pay and/or withhold all sales, consumer, use, employment and other taxes (including the City of Mentor 2% income tax) paid or withheld by the Contractor in accordance with the Laws and Regulations of the United States, State of Ohio, and City of Mentor which are applicable during the performance of the work.

3) Working Hours

The standard work hours for this project shall be between the hours of 8:00 am and 5:00 pm unless specifically approved by the engineer. Work shall not be permitted nights, or on Saturday, Sunday, or legal holidays, without written permission of the City of Mentor.

4) Completion Dates

The completion date for this project is 245 Days after signed Notice to Proceed.

5) Project Estimate

Project has a total estimated cost of $425,000 and (00/100) dollars.

6) Project Completion

All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 14 days after receipt of the punch list. Failure to complete the punch list work within the allotted time will result in assessment of liquidated damages.

7) Final Compliance and Submittals

The following forms and related sign-offs shall be documented in accordance with provisions of the contract. Theres forms shall be completed by the Contractor and approved by the Owner before final retainer is approved for release. Forms for Items A to E will be attached to the Contactor's executed copy of the contract.

A. Certificate of Substantial Completion (To be submitted at time of Substantial Completion)
B. Contractor's Certification of Completion
C. Contractor's Affidavit of Prevailing Wage
D. Consent of Surety Company for Final Payment
E. Affidavit of Final Acceptance Date and Correction Period
F. Certificate of Insurance verifying completed operations insurance coverage

SECTION 7
WAGE RATES

PREVAILING WAGES

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

The Prevailing Wage Determination Schedule for this project is attached. If the Contractor needs a wage determination for any trade not included herein, he shall contact the Owner's Prevailing Wage Coordinator.

An Official State of Ohio site. Here's how you know

Prevailing Wage Project Registration

Public Authority Information

Owner/Public Authority Name	City of Mentor
Department Division or Agency	
Street Address	8500 Civic Center Blvd
Address 2	
City, OH	Mentor, OH
ZIP	44060
Email	Kasky@cityofmentor.com
County of Public Authority	Lake
P.A. Phone	440-974-5774

Date: 10/27/2026

This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.

Project Information

Project Name	City of Mentor Access Control Upgrade
Site Address	Various Locations
City, OH	Mentor, OH
ZIP	44060
County of Project	Lake
Prevailing Wage Coordinator Name	Kyle Kasky
Address	8500 Civic Center Blvd
City	Mentor
ZIP	44060
Phone	440-974-5774
Issuing Authority of Bonds	
Estimated Total Overall Project Cost	$425,000
Type of Financing	
Type of Construction	
This Project is	Commercial
Expected Date of Contract Award	12/01/2026
Projected Completion Date	09/30/2027
Project Comments	Project Completion Date is 425 Days after the Notice of Commencement has been executed.

Prevailing Wage Guide

(Revised January 2024)

PACKET INFORMATION INDEX

This packet of information is provided as a summary of the Prevailing Wage guidelines and responsibilities. The Ohio Revised Code, Chapter 4115 should be referred to for the exact wording of the law. Also included are references and forms which should be helpful in the compliance of the Prevailing Wage Law.

1) The Ohio Department of Commerce-Division of Industrial Compliance, Wage and Hour Administration Investigators and their assigned counties

a) The Wage and Hour Investigators for the State of Ohio are listed with their contact information.
   i) If you have questions or need assistance pertaining to Prevailing Wage, you can contact the Investigator in your area.

2) Prevailing Wage Guide for Public Authorities

a) Notice of change of the Prevailing Wage Threshold Level.
   i) Prevailing Wage threshold levels are updated every other year.
b) Outline of the Public Authority's responsibilities for Prevailing Wage.
c) Public Authority's Compliance Checklist form.
   i) A form for tracking the progress of a Prevailing Wage project
d) Request form for Prevailing Wage Rates.
   i) Prevailing Wage Rates can be obtained on the website www.com.ohio.gov
      (1) Prevailing Wage Determination Schedule of wages must be attached to and made part of the specifications for the project and must be printed on the bidding blanks where the work is done by contract.
e) Bid Tabulation form
   i) A form to be completed and returned to ODOC-DIC-Bureau of Wage and Hour Administration when the contract has been awarded.
f) Prevailing Wage Bonds form
   i) Information needed to be kept on file by the Prevailing Wage Coordinator when bonds from the Public Authority are used for a project.
g) Guideline for the Prevailing Wage Coordinator
   i) The Prevailing Wage complaint form and instructions can be obtained on the website www.com.ohio.gov
h) Record of the Certified Payroll Reports Received form
   i) Helpful form for recording the Certified Payroll Reports and the dates received from the contractors and subcontractors.
i) Employee Interview form
   i) Helpful form for the use by the Prevailing Wage Coordinator when making on-site visits.
j) Employee vs. Independent Contractor
   i) Helpful questions when determining if a person is an Employee or an Independent Contractor.

3) Prevailing Wage Guide for Contractors

a) Outline of responsibilities for the Prevailing Wage Contractor
b) Notification form from the Contractor to the Employee
   i) The contractor must submit to employees a completed and signed notification form.
   ii) Some Prevailing Wage Coordinators may require a copy of the completed

Notification to the Employee form be submitted with the Certified Payroll Reports.

c) Certified Payroll Report form
    i) The contractor can use any form/format he chooses if ***ALL*** the information has been provided.
d) Certified Payroll Report form instruction sheet
e) Corrected Certified Payroll Report Example
f) Affidavit of Compliance form
    i) No Public Authority shall make final payment unless the **Final Affidavits** have been filed by the contractors and subcontractors.

Ohio Department of Commerce Division of Industrial Compliance Bureau of Wage and Hour Administration Chief, Stephen Clegg	6606 Tussing Road, P.O. Box 4009 Reynoldsburg, OH 43068-9009 P: 614-644-2239 F:614-728-8639

INVESTIGATOR CONTACT INFORMATION

Sean Seibert Investigator Supervisor Headquarter County: Lake	Voice: (614) 557-8662 Email: Sean.Seibert@com.ohio.gov
Dave Horvath Investigator Headquarter County: Allen	Voice: (419) 302-1200 Email: David.Horvath@com.ohio.gov
William McCoy Investigator Headquarter County: Franklin	Voice: (614) 633-9356 Email: William.McCoy@com.ohio.gov
Shawn Miles Investigator Headquarter County: Stark	Voice: (614) 496-9076 Email: Shawn.Miles@com.ohio.gov
David Rice Investigator Headquarter County: Montgomery	Voice: (740) 502-0883 Email: Dave.Rice@com.ohio.gov
Kela Thompson Investigator Headquarter County: Franklin	Voice: (614) 633-6818 Email: Kela.Thompson@com.ohio.gov

Stephen Clegg Bureau Chief	Voice: (614) 728-8686 Email: Stephen.Clegg@com.ohio.gov

Prevailing Wage Guide
For
Public Authorities

PREVAILING WAGE THRESHOLD LEVELS
IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

"New" construction threshold for Building Construction:	**$250,000**

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for Building Construction:	**$75,000**

As of January 1, 2026:

"New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	**$101,201**

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	**$30,320**

A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov

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

1. Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the public authority shall have the Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

    a. "New" construction has a threshold level of **$250,000**.

    b. "Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" has a threshold level of **$75,000.**

    c. "New" construction that involves roads, streets, alleys, sewers, ditches, and other works connected to road or bridge construction has a threshold level of **$98,974**.

    d. "Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches, and other works connected to road or bridge construction has a threshold of **$29.653**.

        i. Thresholds are to be adjusted biennially by the Director of Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration.

        ii. Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census, but may not increase or decrease more than 3% for any year.

2. Every contract for public work shall contain a provision that each worker employed by the contractor or subcontractor, or other person about or upon the public work, must be paid the prevailing rate of wages.

3. If contracts are not awarded or construction undertaken within ninety days (90) from the date of the determination of the prevailing wage, there shall be a re-determination of the wage rates before the contract is awarded.

4. Within **seven (7) working days** after the receipt of notification of a change in the prevailing wage rates, the public authority shall notify all affected contractors and subcontractors. If it is determined that a contractor or subcontractor has violated sections 4115.03 to 4115.16 of the Ohio Revised Code because they were not notified as required, **the public authority is liable** for any back wages, fines, damages, court costs and attorney's fees for the period covering the receipt of wage changes, until they give the required notice.

5. No public authority shall award a contract for a public improvement to any contractor or subcontractor whose name appears on the list of debarred contractors. This list is filed with the Secretary of State by the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration **The filing of the notice of conviction with the secretary of state constitutes notice to all public authorities.** These contractors are prohibited from working on public improvements for periods ranging from one to three years. The list of debarred contractors can be located on the website www.com.ohio.gov/laws

6. A public authority must designate and appoint **one of its own employees** to serve as the Prevailing Wage Coordinator during the life of the contract for constructing the public improvement. A Prevailing Wage Coordinator must be appointed no later than ten days before the first payment of wages by contractors to employees working on the public improvement.

PUBLIC AUTHORITY'S COMPLIANCE CHECKLIST FOR PREVAILING WAGE

Project:		Number:
Department:		Phone#:
PW Coordinator:		Phone#:
Architect/Engineer:		Phone#:
Contractor:		Phone#:
Contact Person:		Title:
General Contractor:	Prime Contractor:	Construction Mgr:

Date Completed		Compliance Item Description
	1.	Request Prevailing Wage Determination Schedule from ODOC-DIC-Wage & Hour
	2.	Received Prevailing Wage Determination Schedule
	3.	Incorporate Determination Schedule in Specs./Bidding Blanks
	4.	Incorporate notice of Prevailing Wage requirements in Invitation for Bids/Notice to Bidders
	5.	Incorporate Prevailing Wage requirements in Contract
	6.	Submit complete Invitation for Bid to ODOC-DIC-Wage & Hour
	7.	Invitation for Bids
	8.	Bid Opening
	9.	Check Listing of Violators
	10.	Award of Contract. (see note)
	11.	Submit Bid Tabulation/Award to ODOC-DIC-WAGE & HOUR
	12.	Notice to Successful Bidder
	13.	Work Commenced…(see note)
	14.	Appoint Prevailing Wage Coordinator
	15.	Received list of Subcontractors' names, addresses, phone #'s & email's
	16.	Received Payroll Date Schedule
	17.	Received Registered Apprenticeship Agreement Certifications
	18.	Received Deduction Agreements
	19.	Received Payroll Reports with Certification…(see attachment)
	20.	Visited project site
	21.	Received Changes to Determination Schedule
	22.	Notice to Contractors of Determination Schedule change
	23.	Request Final Compliance Affidavit from contractors &subcontractors
	24.	Received Final Affidavits from all contractors & subcontractors
	25.	Certify Final Payment

Note: If contract is not awarded or construction undertaken within 90 days from the date of establishment of the Prevailing Wage Rates, a re-determination of the Prevailing Wage Rates is required.

BID TABULATION SHEET

Please print and complete this form. Keep it with your records until the contract has been awarded. Once the contract has been officially awarded, select which company was awarded the contract for the project and send a copy to Wage & Hour at webmaster@wagehour.com.state.oh.us

Contracting Public Authority: Public Authority County:		
Project Name:		
Project No.	Bid Date:	Estimate:

Contract Description: ☐ General ☐ HVAC ☐ Electrical ☐ Plumbing ☐ Asbestos ☐ Other _____

Awarded To(check)	List of the Bidding Contractors	Total Bid Amount

Submitted By	
Print Name:	Title:
Telephone No.:	FAX:
Signature:	Date:

INDUSTRIAL DEVELOPMENT BONDS

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

Prevailing Wage Coordinator Guidelines

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

1. Attend any pre-bid and/or pre-construction meetings.
    a. To explain the prevailing wage rate requirements.
    b. To explain the contractor's responsibilities.
2. Set up and maintain files containing all contractors' and subcontractors' payroll reports, affidavits, and related documents. These files must be available for public inspection.
3. Obtain from each contractor a list of their subcontractors' names, addresses, telephone numbers, and email addresses.
4. Require each contractor and subcontractor to provide their project dates. This will be used to make a time schedule for receiving their certified payrolls.
5. Obtain from each contractor, the name and address of their Bonding\Surety Company.
6. Obtain from out-of-state corporations, the name and address of their Statutory Agent. (This agent must be in the State of Ohio and registered with the Ohio Secretary of State.)
    a. Records made in connection with the public improvement must not be removed from the State of Ohio for the period of one year following the completion of the project.
7. Supply contractors with any changes in the Prevailing Wage Rates.
8. Within two weeks after the first pay, obtain a certified payroll report from each contractor. A certified report is one that is sworn to and signed by the contractor.
    a. If the job will exceed four months, all reports after the initial report can be filed once per month. (The initial report must be filed within two weeks.)
    b. If the job will last less than four months, all reports are to be filed weekly after the initial report.
9. Establish and follow procedures to monitor compliance by contractors and subcontractors.
    a. Visit project to verify posting requirements and job classifications.
    b. Review certified payroll reports to ensure they are submitted in a timely fashion and complete with the following information for each employee:
        i. Name, current address, and their social security number or last 4 when permitted
        ii. Classification (must be specific for laborers and operators, including level)
        iii. Hours worked on the project
        iv. Hourly rate
        v. Fringe benefits, if applicable
        vi. Total hours worked for the week (all jobs)
        vii. Gross wages, all deductions, net pay
    c. Compare rates and fringes reported to rates in prevailing wage schedule.
10. Upon completion of the project and prior to the final payment, require an affidavit of compliance from each contractor and subcontractor. **No public authority shall make**

final payment to any contractor or subcontractor unless the final affidavits have been filed by the respective contractor and subcontractor. (O.R.C. section 4115.07)

11. Report any non-compliance to Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage & Hour Administration. The PW complaint form and instructions can be obtained on the website www.com.ohio.gov.

RECORD OF THE CERTIFIED PAYROLL REPORTS RECEIVED

Project:		Number:
Contractor:		Phone #: Email:
General Contractor:	Prime Contractor:	Subcontractor:
Date work commenced:	Completed:	Final Affidavit:

Payroll	Payroll Date	Date Received		Payroll	Payroll Date	Date Received
1				33		
2				34		
3				35		
4				36		
5				37		
6				38		
7				39		
8				40		
9				41		
10				42		
11				43		
12				44		
13				45		
14				46		
15				47		
16				48		
17				49		
18				50		
19				51		
20				52		
21				53		
22				54		
23				55		
24				56		
25				57		
26				58		
27				59		
28				60		
29				61		
30				62		
31				63		
32				64		

Prevailing Wage Investigation – Employee Interview

Failure to complete this interview form may reduce our ability to recover back wages that might be owed to you.

Project Name:		
Address:	City:	County:

Employee Name:		Last 4 Digits of SS#:	
Address:	City:	State:	ZIP:
Home Phone Number:	Cell/Work Number:		
Email:			
Best time to be reached:			

Another Source of Contact Name:	Relationship:	Telephone Number:

Contractor's Name:	Owner:		
Address:	City:	State:	ZIP:
Phone Number:	Fax Number:		
Email:			

Date Hired: ____/____/_____ Date started on this project: ____/____/_____	Approximate number of hours worked on the project: Straight Time:_____ Overtime:_____
Method of Recording Hours: □ Timecard □ Called into Office	Recorded by: □ Employee □ Foreman
Did you keep a personal record of your hours worked on this project? □ Yes □ No	Do you have paycheck stubs? □ Yes □ No
Did anyone else keep a personal record? □ Yes □ No If YES, who:	

List your job classification(s):	□ Journeyman □ Apprentice – Level: _____ □ Helper

List your specific job duties:	List tools/equipment used:
Hourly Rate of Pay for this Project: $_____	Regular Hourly Rate of Pay: $_____
Fringe Benefits Paid by Contractor: □ None □ Vacation – Amount: _____ □ Health Insurance □ Holidays – Amount: _____ □ Life Insurance □ Apprenticeship Training □ Pension □ Profit Sharing □ Bonus □ Other (list):	
Did you work overtime? □ Yes □ No	Were hours over 40 per week paid at time and half? □ Yes □ No
Circle the day of the week you received your pay: Mon. Tue. Wed. Thurs. Fri. Sat. Sun.	Method of payment: □ Check □ Cash □ Direct Deposit
Please provide a detailed list of the dates, times and hours worked within each classification that may apply to the work performed on a separate sheet.	
Comments (attach additional sheets if necessary):	

Signature and Notary

Affiant is further informed that Section 2921.13 of the Ohio Revised Code provides a penalty of a misdemeanor of the first degree and that prosecution will be pursued of those persons who "knowingly swear or affirm the truth of a false statement when ...the statement is sworn or affirmed before a notary public..."

Sworn to before me and subscribed by the said:

_____ in my presence this

_____ day of _____, 20_____.

_____

Notary Public

I hereby certify that this is a true statement to the best of my knowledge and belief.

_____

Signature Date

Return To:

Ohio Department of Commerce
Bureau of Wage and Hour Administration
6606 Tussing Road, P.O. Box 4009
Reynoldsburg, OH 43068-9009

Office: 614-644-2239
Fax: 614-728-8639

Email:
webmaster@wagehour.com.state.oh.us

Signature of PW Coordinator:	Date:

EMPLOYEE VS. INDEPENDENT CONTRACTOR

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

EMPLOYEE VS. INDEPENDENT CONTRACTOR-continued

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

Prevailing Wage Guide For Contractors

6606 Tussing Road
Reynoldsburg, OH 43068 U.S.A.

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services

614 | 644-2223
com.ohio.gov

Prevailing Wage Contractor Responsibilities

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

General Information
Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than **$250,000** for new construction or **$75,000** for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than **$98,974** for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or **$29,653** for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
b) Biennial adjustments to threshold levels are made according to the Construction Cost Index for Commercial Construction published by McGraw Hill's Engineering News Record.

Penalties for Violation
Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations
If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

1. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
    a. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.

b. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
c. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc., unless the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

2. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
    a. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
    b. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

3. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
    a. Timecards, time sheets, daily work records, etc.
    b. Payroll ledger\journals and canceled checks\check register.
    c. Fringe benefit records must include program, address, account number, & canceled checks.
    d. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
    e. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

4. Prevailing Wage Rate Schedule **must** be posted on the job site where it is accessible to all employees.

5. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

6. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
    a. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**

7. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.

8. Supply all subcontractors with the Prevailing Wage Rates and changes.

9. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
    a. Employees' names, addresses, and social security numbers.
        i. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.

b. Employees' work classification.
    i. Be specific about the laborers and/or operators (Group)
    ii. For all apprentices, show level/year and percent of journeyman's rate
c. Hours worked on the project for each employee.
    i. The number of hours worked in each day and the total number of hours worked each week.

d. Hourly rate for each employee.
    i. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    ii. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
e. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
    i. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
    ii. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
f. Gross amount earned on all projects during the pay period.
g. Total deductions from employee's wages.
h. Net amount paid.

10. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

11. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

4115.05…the contractor or subcontractor shall furnish each employee **NOT covered by a collective bargaining agreement** written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.

Project Name:	Job Number:
Contractor:	
Project Location:	

Prevailing Wage Coordinator	**Employee**
Public Authority:	Name:
Name of PWC:	Street:
Street:	City:
City:	State/Zip:
State/Zip:	Phone: Email:
Phone:	Last 4 Digits of SS #:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification:	**Prevailing Wage Rate Total Package:**	**Minus your fringe benefits *:**	**Your hourly base rate and overtime:**
			/
			/
			/
			/
			/
			/

Hourly fringe benefits paid on your behalf by this company (Yearly amount the **company pays** divided by 2080):

Fringe	**Amount**	**Fringe**	**Amount**
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Other (Specify)		Training	
Other (Specify)		**Total Hourly Fringes ***	

Contractor's Signature:	Date:
Employee's Signature:	Date:

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General:

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory; employers may submit their own forms if all of the required information is included. This form may be reproduced, or additional copies obtained from:

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

Certified Payroll Heading:

Employer name and address: Company's full name and address…Indicate if the company is a subcontractor.
Subcontractor: Check and list the name of the General Contractor or Prime.
Project: Name and location of the project, including county.
Contracting Public Authority: Name and address of the contracting public authority… (Owner of the project).
Week Ending: Month, day, and year for last day of reporting period.
Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.
Page indicator: number of pages included in the report.
Project Number: Determined by the public authority…If there is no number leave blank.

Payroll Information by column:

1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.

2. Work Class: List classification of work performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".

3. Hours Worked, Day & Date: In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.

4. Project Total Hours: Total the hours entered for pay period.

5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.

1) Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
2) Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
3) Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.

6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.

7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the **Cash** space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space **Approved Plans**. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space **Cash & Approved Plans**. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, ***calculate the hourly fringe credit by dividing the yearly employer contribution by*** the lesser of: hours actually worked in the year (these must be documented) or ***2080***. Fringe benefits include**: Employer's share** of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.

8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.

9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.

10. Self-explanatory.

11. Self-explanatory.

Certified Payroll Report

Report for: ☐ Check if Subcontractor[1)] Contract No: Payroll No:

Company:[1)] If Sub, GC/Prime Contractor Name:

Address: Project Name & Location: Week Ending:

City, State, Zip Public Authority (Owner):

Phone No: Sheet:[2)] of

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2.Work Class[3)]	3.Prevailing Wage Project Hours Worked - Day & Date								4.Total Hours	5.Base Rate	6.Project Gross	Fringes: ☐ Cash ☐ Approved Plans ☐ Cash & Approved Plans						Weekly Payroll Amount			
													Fringe Rate Your Company Pays Per Hour						8.Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs
													H&W	Pens	Vac	Hol	Other	Total				
		OT																				
		ST																				
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1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissable deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title Signature Date

11/14 jc

[2)]Attach additional sheets as necessary. [3)]Type in continuous line, text will wrap.

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

****CORRECTED****

CORRECTED FORMS CAN BE HANDWRITTEN

CERTIFIED PAYROLL REPORT

Total Hours being corrected for this indiv.

Difference in base rate & corrected base rate if applicable.

Employer Name & Address	Name of General / Prime Contractor	Project Name & Location	Contracting Public Authority
Fill out all other areas of the form as usual.			
Check if subcontractor ☐	Week Ending	Payroll # Correcting from xx to xx Page____ Of____	Project Number

1. Employee Name, Address and Social Security Number	2. Work Class	3. Hours Worked - Day & Date	4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes: Cash ☐ Approved Plans ☐ Cash & Approved Plans ☐ H&W	Pens	Vac	App	Other	8. Total Hours All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. NET Paid
Name/Address/SSN	Class	OT													
		ST													
Name/Address/SSN	Class	OT													
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Put the period that is being corrected, i.e.: Oct 26 to Dec 19, not individual weekly dates.

Difference in fringes & corrected fringes if applicable.

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

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

Name and Title Complete

Signature Sign

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

FINAL AFFIDAVIT OF COMPLIANCE
PREVAILING WAGES

I, _____, _____ do hereby certify
(Name of person signing affidavit) (Title)

that the wages paid to all employees of: _____
(Company name)

for all hours worked on project: _____
(Project name)

_____
(Project location)

During the period from _____to_____ are in compliance with
(Project Dates)

Prevailing Wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

_____ _____
(Signature of Officer or Agent) (Print Name 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 of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

Instructions for Filing a Minimum Wage Complaint

There is no cost in having a valid complaint investigated by our office. Please be advised, we cannot provide legal advice or act as your attorney. Also, please note, this office is only able to pursue minimum wage for the hours that are found to be unpaid. You also have the option of pursing your complaint privately or you may wish to contact an attorney. However, you cannot pursue your complaint through both processes at the same time.

After reviewing the guidelines below, if you believe that your situation falls within our investigatory limitations, you may file a complaint with our office.
The Bureau of Wage and Hour Administration investigates complaints involving the following:

- Minimum wage not being paid,
- Overtime not being paid,
- Unauthorized deductions, and
- Last paychecks being held.

We cannot collect wages owed for the any of the following reasons:

- Vacation pay,
- Sick leave,
- Holidays, or
- Other employment benefits promised to you.

In addition, we cannot investigate a complaint if you believe you were improperly terminated or if your employer did not properly withhold taxes, social security, etc.

To file a complaint, please follow these steps:

1. Fill in the form completely using black or blue ink. Please print legibly.
2. Provide copies, NOT originals, of the following: pay stubs, time sheets and any other records that will help prove your claim.
3. Use a separate sheet of paper to explain your situation, if needed.
4. Please have your signature notarized.
5. If you wish to remain anonymous, please indicate that by selecting the correct boxes on the form. Please note, you will remain anonymous until such time that wages are to be paid.
6. Submit the completed complaint form and your records via Mail, Email, or Fax To:

   Ohio Department of Commerce
   Bureau of Wage and Hour Administration
   6606 Tussing Road, P.O. Box 4009
   Reynoldsburg, OH 43068-9009

   Office: 614-644-2239
   Fax: 614-728-8639

   Email: webmaster@wagehour.com.state.oh.us

Please note, a complaint will be rejected if it does not contain complete and sufficient information. A complaint may also be rejected depending on your employment status (i.e. an exempt employee).

Minimum Wage Complaint

Current status with this employer:	**Do not write in this area**	
Present employee of business? □Yes □No Former employee of business? □Yes □No **Reason for filing complaint:** □Minimum wage not paid □ Overtime not paid □ Unpaid wages □ Last pay not received □ Other (Explain in comments section below)	Case #_____ Approved □Yes □No Rejected □Yes □No Denied □Yes	
	County	Investigator
	Comments:	

Incomplete forms will be returned.

Company/Employer Information	Name			
Telephone	Address			
Email/Website	City	State	Zip	County
Type of Business	Number of Employees □ 0-5 □ 10-25 □ 50-75 □ 100+			
Owner's name	Supervisor's name and title			
Is the business still operating? □Yes □No Business is ____Over / _Under $500,000 per year	Has the business filed bankruptcy? □Yes □No			

Complainant/Employee Information *Employees should include copies of pay stubs, timecards, or any other documents that will assist in our investigation.*	Name			
Telephone	Address			
Other telephone numbers where you can be reached:	City	State	Zip	County
Email	☐ Yes, I authorize the use of my name ☐ No, I do not authorize the use of my name			

Are you over 18 years old? □Yes □No	How long did you work there? _____ From___/___/___ to ___/___/___	What position did you hold?

Wage Payments

□Hourly Amount _____ □Weekly?
□Salary? Amount _____ □Bi-weekly?
□Overtime? Amount _____ □Monthly?
Were tips received? □Yes □No
If yes, was at least $30 in tips reported each week? □Yes □No

Were you employed:

In outside sales? □Yes □No
In a managerial/supervisory position? □Yes □No
By a governmental agency? □Yes □No
In a professional position? □Yes □No
In interstate commerce? □Yes □No
How much are you owed? $_____
Time period: From _____/_____/_____ to _____/_____/_____

Are any part of these wages for?

Bonus □Yes □No
Commission □Yes □No
Vacation/Holiday Pay/Sick Leave □Yes □No
Do you owe your employer for advances, loans, merchandise, etc. □Yes □No
If yes, amount owed: $_____
Did employer keep time records? □Yes □No
Were you paid in cash? □Yes □No
Did employer keep wage records? □Yes □No
Do you have your own record of hours worked? □Yes □No

Approximate Number of Unpaid Hours:	Were deductions for taxes, etc. withheld? □Yes □No If yes, were amounts listed on pay stubs? □Yes □No

Additional comments:

Attach any information to substantiate your claim. Unsubstantiated claims may be returned.

Special Notice

I _____, on this day _____

☐ **Do**

☐ **Do Not**

assign to the Ohio Department of Commerce all rights, title, and interest to my claim for wages against

_____.

(Employer)

In assigning these rights, I am aware that I must submit written notice of any change in my representational status.

☐ Yes, I authorize the use of my name

☐ No, I do not authorize the use of my name

_____

Signature Date

Signature and Notary

Affiant is further informed that Section 2921.13 of the Ohio Revised Code provides a penalty of a misdemeanor of the first degree and that prosecution will be pursued of those persons who "knowingly swear or affirm the truth of a false statement when… the statement is sworn or affirmed before a notary public…"

Sworn to before me and subscribed by the said:

_____

In my presence this _____day of _____20___

Notary Public

Complaints will be returned if not complete and signed

I hereby certify that this is a true statement to the best of my knowledge and belief.

_____

Signature Date

Return via Mail, Email, or Fax To:

Ohio Department of Commerce
Bureau of Wage and Hour Administration
6606 Tussing Road, P.O. Box 4009
Reynoldsburg, OH 43068-9009

Office: 614-644-2239
Fax: 614-728-8639

Email: webmaster@wagehour.com.state.oh.us

*** Incomplete forms will be returned ***

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 207

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Asbestos Worker	7/8/2026	7/8/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Abatement	$35.25		$11.20	$7.50	$1.00	$4.00	$0.00	$0.05	$0.00	$0.00	$59.00	$76.63
Apprentice	BHR	Percent										
Trainee 1 Year - 600 Hrs	$25.00	$70.92	$11.20	$1.90	$1.00	$1.00	$0.00	$0.05	$0.00	$0.00	$40.15	$52.65

(*)Special Calculation Note :

Other: Drug Testing

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe,Morgan,New Lyme,North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Shefield, 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 3 Heat & Frost Insulators

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Asbestos Worker	8/12/2026	8/12/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Worker	$47.13		$17.30	$11.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75.78	$99.34
Fire Stop Specialist	$47.13		$17.30	$11.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75.78	$99.34
Fire Stop Technician	$38.82		$17.30	$4.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60.62	$80.03
Apprentice	BHR	Percent										
1st year	$26.67	$56.58	$17.30	$1.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.47	$58.81
2nd year	$29.46	$62.50	$17.30	$2.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49.26	$63.99
3rd year	$32.27	$68.47	$17.30	$3.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53.07	$69.20
4th year	$38.82	$82.36	$17.30	$4.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60.62	$80.03

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula*, Cuyahoga, Erie*, Geauga, Huron, Lake, Lorain

Special Jurisdictional Note :

Ashtabula: the townships of Ashtabula, Austinburg, Geneva, Jefferson, Plymouth & Saybrook
Erie: to Sandusky limits

Details :

Mechanics & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, clean-up, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing & maintenance of Heat & Frost Insulation such as Magnesia, Asbestos, Hair Felt, Wool Felt, Cork, Mineral Wool, Infusorial Earth, Mercerized Silk, Flax, Fiber, Fire Felt, Asbestos Paper, Asbestos Curtain, Asbestos Millboard, Fiberglass, Foam glass, Styrofoam, Polyurethane, fire stopping, smoke stopping, all recyclable material, soundproofing, all penetrations, any flexible or rigid fireproofing, all jacketing systems including metal, lead, and PVC or other material.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Boilermaker Local 744

Type of Rate: Commercial

Change #: LCN01-2024ib

Craft: Boilermaker

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												
Boilermaker	$42.70		$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$78.19	$99.54
Apprentice	BHR	Percent										
1st 6 months	$29.89	$70.00	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$65.38	$80.33
2nd 6 months	$30.96	$72.50	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$66.45	$81.93
3rd 6 months	$32.03	$75.00	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$67.52	$83.53
4th 6 months	$33.09	$77.50	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$68.58	$85.13
5th 6 months	$34.16	$80.00	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$69.65	$86.73
6th 6 months	$36.30	$85.00	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$71.79	$89.93
7th 6 months	$38.43	$90.00	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$73.92	$93.14
8th 6 months	$40.57	$95.00	$7.07	$17.74	$0.78	$0.00	$9.56	$0.34	$0.00	$0.00	$76.06	$96.34

(*)Special Calculation Note :

Other: Training Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Carroll, Coshocton, Cuyahoga, Geauga, Harrison, Holmes, Lake, Lorain, Mahoning, Medina, Portage, Stark, Summit, Trumbull, Tuscarawas, Wayne

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Marble Finisher)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2024ib	Bricklayer	5/1/2024	5/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Finisher	$30.52		$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$47.73	$62.99
Apprentice	BHR	Percent										
1st 6 months	$18.31	$60.00	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.71	$38.87
2nd 6 months	$21.36	$70.00	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$38.57	$49.26
3rd 6 months	$22.89	$75.00	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$40.10	$51.55
4th 6 months	$24.42	$80.00	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$41.63	$53.83
5th 6 months	$25.94	$85.00	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$43.15	$56.12
6th 6 months	$27.47	$90.00	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$44.68	$58.41

(*)Special Calculation Note :

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1-2 Journeymen to 1 Apprentice 3- 4 Journeymen to 2 Apprentice 5-6 Journeymen to 3 Apprentice 7-8 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Summit

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work. Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety. Marble Finishers:Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Marble Mason)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2024ib	Bricklayer	5/1/2024	5/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Horizontal Marble Mason	$27.16		$11.40	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$48.68	$62.26
Masonary Maintenance Specialist	$13.58		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.58	$20.37
Apprentice	BHR	Percent										
1st 6 Months	$16.30	$60.00	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27.70	$35.84
2nd 6 Months	$17.65	$65.00	$11.40	$1.60	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$31.32	$40.15
3rd 6 Months	$19.01	$70.00	$11.40	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$40.53	$50.04
4th 6 Months	$20.37	$75.00	$11.40	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$41.89	$52.08
5th 6 Months	$21.73	$80.00	$11.40	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$43.25	$54.11
6th 6 Months	$23.09	$85.02	$11.40	$9.45	$0.67	$0.00	$0.00	$0.00	$0.00	$0.00	$44.61	$56.16
MASON TRAINEES	$	$	$	$	$	$	$	$	$	$	$	$
1st 90 Days	$12.22	$45.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.22	$18.33
1st year after 90 Days	$12.22	$45.00	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23.62	$29.73
2nd Year	$13.58	$50.00	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.98	$31.77

(*)Special Calculation Note :

No special calculations for this skilled craft wage rate are required at this time. Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Ratio :

1-2 Journeyman to 1 Apprentice 3-4 Journeyman to 2 Apprentices 5-6 Journeyman to 2 Apprentices 6-10 Journeyman to 3 Apprentices 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Mason Trainee 3 Apprentice permits 2 Mason Trainee 4 Apprentice permits 2 Mason Trainee

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Summit

Special Jurisdictional Note :

Details :

In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Marble, Terrazzo, & Mosiac)

Type of Rate: Commercial

Change #: LCN01-2024ib

Craft: Bricklayer

Effective Date: 5/1/2024

Effective Date: 5/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Marble, Terrazzo, Mosaic	$37.96		$11.40	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$59.59	$78.57
Swing Scaffold Workers	$38.96		$11.40	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$60.59	$80.07
Stack	$38.46		$11.40	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$60.09	$79.32
Masonary Maintenance	$17.08		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.08	$25.62
Apprentice	BHR	Percent										
1st 6 months	$22.78	$60.00	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34.18	$45.56
2nd 6 months	$24.67	$65.00	$11.40	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$46.30	$58.64
3rd 6 months	$26.57	$70.00	$11.40	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$48.20	$61.49
4th 6 months	$28.47	$75.00	$11.40	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$50.10	$64.34
5th 6 months	$30.37	$80.00	$11.40	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$52.00	$67.18
6th 6 months	$32.27	$85.02	$11.40	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$53.90	$70.04
7th 6 months	$34.16	$90.00	$11.40	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$55.79	$72.88
8th 6 months	$36.06	$95.00	$11.40	$9.45	$0.78	$0.00	$0.00	$0.00	$0.00	$0.00	$57.69	$75.72
MASON TRAINEES 1st 90 Days	$17.08	$45.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.08	$25.62
1st Year after 90 Days	$17.08	$45.00	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.48	$37.02
2nd Year	$18.98	$50.00	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.38	$39.87

(*)Special Calculation Note :

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Ratio :

1-2 Journeyman to 1 Apprentice 3-4 Journeyman to 2 Apprentices 5-6 Journeyman to 3 Apprentices 7-10 Journeyman to 4 Apprentices 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Mason Trainee 3 Apprentice permits 2 Mason Trainee 4 Apprentice permits 2 Mason Trainee

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Geauga, Lake, Portage, Summit

Special Jurisdictional Note :

Details :

In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Terrazzo Finisher)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2024ib	Bricklayer	5/1/2024	5/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Terrazzo Finisher	$30.52		$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$47.73	$62.99
Apprentice	BHR	Percent										
1st 6 months	$18.31	$60.00	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.71	$38.87
2nd 6 months	$21.36	$70.00	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$38.57	$49.26
3rd 6 months	$22.89	$75.00	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$40.10	$51.55
4th 6 months	$24.42	$80.00	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$41.63	$53.83
5th 6 months	$25.94	$85.00	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$43.15	$56.12
6th 6 months	$27.47	$90.00	$11.40	$5.15	$0.66	$0.00	$0.00	$0.00	$0.00	$0.00	$44.68	$58.41

(*)Special Calculation Note :

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1-2 Journeymen to 1 Apprentice 3- 4 Journeymen to 2 Apprentices 5- 6 Journeymen to 3 Apprentices 7- 8 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Summit

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work. Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety. Marble Finishers:Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Bricklayer	5/6/2026	5/6/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Finisher	$33.25		$10.20	$6.37	$0.76	$0.00	$0.00	$0.00	$0.00	$0.00	$50.58	$67.20
Apprentice	BHR	Percent										
1st 6 months	$19.95	$60.00	$10.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.15	$40.13
2nd 6 months	$23.28	$70.02	$10.20	$6.37	$0.76	$0.00	$0.00	$0.00	$0.00	$0.00	$40.61	$52.25
3rd 6 months	$24.94	$75.00	$10.20	$6.37	$0.76	$0.00	$0.00	$0.00	$0.00	$0.00	$42.27	$54.74
4th 6 months	$26.60	$80.00	$10.20	$6.37	$0.76	$0.00	$0.00	$0.00	$0.00	$0.00	$43.93	$57.23
5th 6 months	$28.26	$85.00	$10.20	$6.37	$0.76	$0.00	$0.00	$0.00	$0.00	$0.00	$45.59	$59.72
6th 6 months	$29.93	$90.00	$10.20	$6.37	$0.76	$0.00	$0.00	$0.00	$0.00	$0.00	$47.26	$62.22

(*)Special Calculation Note :

Ratio :

1-4 Journeymen to 1 Apprentice
5-10 Journeymen to 2 Apprentices
11-16 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina

Special Jurisdictional Note :

Details :

Tile Finishers: do all the cleaning, acid washing, grouting, by any methods or means. Also unpacking of all tiles, opening of all mastic containers, mixing of all mortar, thin-set and epoxy materials, also the distribution of it. They shall handle and distribute all materials such as sand, cement, lime, tile, all types of tile panels, prefabricated tile units, plastic materials and protective covering of all tile. Clean up and removal of always used in connection of said work.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Bricklayer	5/6/2026	5/6/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Layer	$38.22		$10.30	$2.43	$0.84	$0.00	$7.12	$0.00	$0.00	$0.00	$58.91	$78.02
Apprentice	BHR	Percent										
1st 30 days	$22.93	$60.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.93	$34.39
1st 6 months months	$22.93	$60.00	$10.30	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33.23	$44.69
2nd 6 months	$24.84	$65.00	$10.30	$2.43	$0.84	$0.00	$7.12	$0.00	$0.00	$0.00	$45.53	$57.95
3rd 6 months	$26.75	$70.00	$10.30	$2.43	$0.84	$0.00	$7.12	$0.00	$0.00	$0.00	$47.44	$60.81
4th 6 months	$28.67	$75.02	$10.30	$2.43	$0.84	$0.00	$7.12	$0.00	$0.00	$0.00	$49.36	$63.70
5th 6 months	$30.58	$80.00	$10.30	$2.43	$0.84	$0.00	$7.12	$0.00	$0.00	$0.00	$51.27	$66.56
6th 6 months	$32.49	$85.00	$10.30	$2.43	$0.84	$0.00	$7.12	$0.00	$0.00	$0.00	$53.18	$69.42
7th 6 months	$34.40	$90.00	$10.30	$2.43	$0.84	$0.00	$7.12	$0.00	$0.00	$0.00	$55.09	$72.29
8th 6 months	$36.31	$95.00	$10.30	$2.43	$0.84	$0.00	$7.12	$0.00	$0.00	$0.00	$57.00	$75.16

(*)Special Calculation Note :

Ratio :

1-4 Journeymen to 1 Apprentice
5-10 Journeymen to 2 Apprentices
11-16 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Mentor)

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Bricklayer

Effective Date: 5/6/2026

Effective Date: 5/6/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	$40.73		$10.78	$8.94	$0.90	$0.00	$3.00	$0.00	$0.00	$0.00	$64.35	$84.72
Cement & Stone Masons	$40.73		$10.78	$8.94	$0.90	$0.00	$3.00	$0.00	$0.00	$0.00	$64.35	$84.72
Pointer Caulker Cleaner	$40.73		$10.78	$8.94	$0.90	$0.00	$3.00	$0.00	$0.00	$0.00	$64.35	$84.72
Plasterers	$40.73		$10.78	$8.94	$0.90	$0.00	$3.00	$0.00	$0.00	$0.00	$64.35	$84.72
Mason Trainess	$		$	$	$	$	$	$	$	$	$	$
1-90 Days	$24.44		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.44	$36.66
91-365 Days	$24.44		$10.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.22	$47.44
366 plus days	$28.51		$10.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.29	$53.55
Apprentice	BHR	Percent										
1st 6 months	$24.44	$60.00	$10.78	$0.00	$0.90	$0.00	$0.00	$0.00	$0.00	$0.00	$36.12	$48.34
2nd 6 months	$26.47	$65.00	$10.78	$8.94	$0.90	$0.00	$3.00	$0.00	$0.00	$0.00	$50.09	$63.32
3rd 6 months	$28.51	$70.00	$10.78	$8.94	$0.90	$0.00	$3.00	$0.00	$0.00	$0.00	$52.13	$66.38
4th 6 months	$30.55	$75.00	$10.78	$8.94	$0.90	$0.00	$3.00	$0.00	$0.00	$0.00	$54.17	$69.44
5th 6 months	$32.58	$80.00	$10.78	$8.94	$0.90	$0.00	$3.00	$0.00	$0.00	$0.00	$56.20	$72.49
6th 6 months	$34.62	$85.00	$10.78	$8.94	$0.90	$0.00	$3.00	$0.00	$0.00	$0.00	$58.24	$75.55
7th 6 months	$36.66	$90.00	$10.78	$8.94	$0.90	$0.00	$3.00	$0.00	$0.00	$0.00	$60.28	$78.61
8th 6 months	$38.69	$95.00	$10.78	$8.94	$0.90	$0.00	$3.00	$0.00	$0.00	$0.00	$62.31	$81.66

(*)Special Calculation Note :

Apprentices must be employed prior to hiring Mason Finisher(s).

Ratio :

1-3 Journeymen to 1 Apprentice
4-6 Journeymen to 2 Apprentices
7-9 Journeymen to 3 Apprentices
10-12 Journeymen to 4 Apprentices

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

*Apprentices must be employed prior to hiring Mason Finisher(s).

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Geauga, Lake

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

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

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2026ib	Bricklayer	6/10/2026	6/10/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	$35.31		$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$58.55	$76.21
Apprentice	BHR	Percent										
1st year	$24.72	$70.00	$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$47.96	$60.32
2nd year	$28.25	$80.00	$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$51.49	$65.62
3rd year	$31.78	$90.00	$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$55.02	$70.91

(*)Special Calculation Note :

This rate is not for building construction.

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate
Skilled Crafts

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

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2026ib	Bricklayer	6/10/2026	6/10/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	$36.31		$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$59.56	$77.72
Apprentice	BHR	Percent										
1st year	$25.42	$70.00	$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$48.67	$61.38
2nd year	$29.05	$80.00	$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$52.30	$66.83
3rd year	$32.68	$90.00	$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$55.93	$72.27

(*)Special Calculation Note :

This rate is not for building construction.

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Commercial Zone NEO 1A

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Carpenter

Effective Date: 6/24/2026

Effective Date: 6/24/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$39.54		$9.59	$10.98	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$65.28	$85.05
Apprentice	BHR	Percent										
1st 3 months	$23.72	$60.00	$9.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33.31	$45.17
2nd 3 months	$23.72	$60.00	$9.59	$0.00	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$38.48	$50.34
2nd 6 months	$25.70	$65.00	$9.59	$0.00	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$40.46	$53.31
3rd 6 months	$27.68	$70.00	$9.59	$0.00	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$42.44	$56.28
4th 6 months	$29.66	$75.00	$9.59	$0.00	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$44.42	$59.25
5th 6 months	$31.63	$80.00	$9.59	$8.78	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$55.17	$70.98
6th 6 months	$33.61	$85.00	$9.59	$9.33	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$57.70	$74.50
7th 6 months	$35.59	$90.00	$9.59	$9.88	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$60.23	$78.03
8th 6 months	$37.56	$95.00	$9.59	$10.43	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$62.75	$81.53

(*)Special Calculation Note :

*Other is International Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Floorlayer Zone NEO 1A

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Carpenter

Effective Date: 7/1/2026

Effective Date: 7/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	$39.54		$9.59	$10.98	$0.82	$0.00	$4.19	$0.18	$0.00	$0.00	$65.30	$85.07
Apprentice	BHR	Percent										
1st 3 months	$23.72	$60.00	$9.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33.31	$45.17
2nd 3 months	$23.72	$60.00	$9.59	$0.00	$0.82	$0.00	$4.19	$0.18	$0.00	$0.00	$38.50	$50.36
2nd 6 months	$25.70	$65.00	$9.59	$0.00	$0.82	$0.00	$4.19	$0.18	$0.00	$0.00	$40.48	$53.33
3rd 6 months	$27.68	$70.00	$9.59	$0.00	$0.82	$0.00	$4.19	$0.18	$0.00	$0.00	$42.46	$56.30
4th 6 months	$29.66	$75.00	$9.59	$0.00	$0.82	$0.00	$4.19	$0.18	$0.00	$0.00	$44.44	$59.27
5th 6 months	$31.63	$80.00	$9.59	$8.78	$0.82	$0.00	$4.19	$0.18	$0.00	$0.00	$55.19	$71.00
6th 6 months	$33.61	$85.00	$9.59	$9.33	$0.82	$0.00	$4.19	$0.18	$0.00	$0.00	$57.72	$74.53
7th 6 months	$35.59	$90.00	$9.59	$9.88	$0.82	$0.00	$4.19	$0.18	$0.00	$0.00	$60.25	$78.05
8th 6 months	$37.56	$95.00	$9.59	$10.43	$0.82	$0.00	$4.19	$0.18	$0.00	$0.00	$62.77	$81.55

(*)Special Calculation Note :

Other: International Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Hev Hwy Zone NHH C1-B

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Carpenter	7/1/2026	7/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$39.55		$9.59	$10.98	$0.82	$0.00	$4.19	$0.15	$0.00	$0.00	$65.28	$85.05
Apprentice	BHR	Percent										
1st 3 Months	$23.73	$60.00	$9.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33.32	$45.19
2nd 3 Months	$23.73	$60.00	$9.59	$0.00	$0.82	$0.00	$4.19	$0.15	$0.00	$0.00	$38.48	$50.34
2nd 6 Months	$25.71	$65.00	$9.59	$0.00	$0.82	$0.00	$4.19	$0.15	$0.00	$0.00	$40.46	$53.31
3rd 6 Months	$27.68	$70.00	$9.59	$0.00	$0.82	$0.00	$4.19	$0.15	$0.00	$0.00	$42.43	$56.27
4th 6 Months	$29.66	$75.00	$9.59	$0.00	$0.82	$0.00	$4.19	$0.15	$0.00	$0.00	$44.41	$59.24
5th 6 Months	$31.64	$80.00	$9.59	$8.78	$0.82	$0.00	$4.19	$0.15	$0.00	$0.00	$55.17	$70.99
6th 6 Months	$33.62	$85.00	$9.59	$9.33	$0.82	$0.00	$4.19	$0.15	$0.00	$0.00	$57.70	$74.51
7th 6 Months	$35.59	$90.00	$9.59	$9.88	$0.82	$0.00	$4.19	$0.15	$0.00	$0.00	$60.22	$78.02
8th 6 Months	$37.57	$95.00	$9.59	$10.43	$0.82	$0.00	$4.19	$0.15	$0.00	$0.00	$62.75	$81.53

(*)Special Calculation Note :

Other: Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake

Special Jurisdictional Note :

Details :

Any construction work as performed within the definitions listed here below, all of which, taken together are "Heavy-Highway Construction" work:

"HIGHWAY CONSTRUCTION" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails, fences, and sound barriers, but shall not include construction of buildings. "AIRPORT CONSTRUCTION" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking areas and similar work incidental to the construction of airfields but shall not include the construction of buildings. "HEAVY CONSTRUCTION" work is defined as including, but not limited to grade separations, foundations (does not include building foundations), abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, water development projects, hydro-electric development, utility transmission lines, including right-of-way clearing, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors; and all municipal and utility construction except construction classified as building construction.

"RAILROAD CONSTRUCTION" work is defined as including, grading, drainage, placing of rails, crossties, ballast and the construction of bridges, and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

"SEWER WATERWORKS AND UTILITY CONSTRUCTION" work is defined as including construction of all storm sewers, sanitary sewers, supplying and distributing waterlines, gas lines, telephone and television conduit, underground electrical lines, and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.

"SUPPORIVE EXCAVATION AND DEEP FOUNDATIONS" work is all driven and drilled foundations within the building site.

"POWER PLANT SITE" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers or construction of the buildings.

"POLLUTION CONTROL, SEWAGE PLANT, WASTE PLANT AND WATER TREATMENT FACILITIES CONSTRUCTION" WORK shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control facilities.

"SOLAR & WIND FARM" WORK is considered "HEAVY CONSTRUCTION" and includes all work in the construction of solar fields/farms and wind fields/farms (not installations on buildings).

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Insulation Zone NEO 1A

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Carpenter

Effective Date: 7/15/2026

Effective Date: 7/15/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Insulation	$31.63		$9.59	$10.98	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$57.37	$73.19
Apprentice	BHR	Percent										
1st 3 months	$18.98	$60.00	$9.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.57	$38.06
2nd 3 months	$18.98	$60.00	$9.59	$0.00	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$33.74	$43.23
2nd 6 months	$20.56	$65.00	$9.59	$0.00	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$35.32	$45.60
3rd 6 months	$22.14	$70.00	$9.59	$0.00	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$36.90	$47.97
4th 6 months	$23.73	$75.02	$9.59	$0.00	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$38.49	$50.35
5th 6 months	$25.30	$80.00	$9.59	$8.78	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$48.84	$61.49
6th 6 months	$26.89	$85.00	$9.59	$9.33	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$50.98	$64.42
7th 6 months	$28.47	$90.00	$9.59	$9.88	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$53.11	$67.34
8th 6 month	$30.05	$95.00	$9.59	$10.43	$0.82	$0.00	$4.20	$0.15	$0.00	$0.00	$55.24	$70.27

(*)Special Calculation Note :

*Other is Training

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M1-A

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Carpenter	7/1/2026	7/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	$37.41		$9.60	$11.33	$0.82	$0.00	$6.87	$0.20	$0.00	$0.00	$66.23	$84.94
Certified Welder	$38.41		$9.60	$11.33	$0.82	$0.00	$6.87	$0.20	$0.00	$0.00	$67.23	$86.44
Layout man on Monorail	$40.22		$9.60	$11.33	$0.82	$0.00	$6.87	$0.20	$0.00	$0.00	$69.04	$89.15
Apprentice	BHR	Percent										
1st 6 months	$22.45	$60.00	$9.60	$11.33	$0.82	$0.00	$6.87	$0.20	$0.00	$0.00	$51.27	$62.49
2nd 6 months	$24.32	$65.00	$9.60	$11.33	$0.82	$0.00	$6.87	$0.20	$0.00	$0.00	$53.14	$65.30
3rd 6 months	$26.19	$70.00	$9.60	$11.33	$0.82	$0.00	$6.87	$0.20	$0.00	$0.00	$55.01	$68.11
4th 6 months	$28.06	$75.00	$9.60	$11.33	$0.82	$0.00	$6.87	$0.20	$0.00	$0.00	$56.88	$70.91
5th 6 months	$29.93	$80.00	$9.60	$11.33	$0.82	$0.00	$6.87	$0.20	$0.00	$0.00	$58.75	$73.72
6th 6 months	$31.80	$85.00	$9.60	$11.33	$0.82	$0.00	$6.87	$0.20	$0.00	$0.00	$60.62	$76.52
7th 6 months	$33.67	$90.00	$9.60	$11.33	$0.82	$0.00	$6.87	$0.20	$0.00	$0.00	$62.49	$79.33
8th 6 months	$35.54	$95.00	$9.60	$11.33	$0.82	$0.00	$6.87	$0.20	$0.00	$0.00	$64.36	$82.13

(*)Special Calculation Note :

Other is Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

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

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Carpenter	7/1/2026	7/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Pile Driver	$37.35		$9.55	$11.33	$0.82	$0.00	$6.98	$0.20	$0.00	$0.00	$66.23	$84.91
Diver	$56.03		$9.55	$11.33	$0.82	$0.00	$6.98	$0.20	$0.00	$0.00	$84.91	$112.93
Certified Welder	$38.40		$9.55	$11.33	$0.82	$0.00	$6.98	$0.20	$0.00	$0.00	$67.28	$86.48
Apprentice	BHR	Percent										
1st 6 months	$22.41	$60.00	$9.55	$11.33	$0.82	$0.00	$6.98	$0.20	$0.00	$0.00	$51.29	$62.50
2nd 6 months	$24.28	$65.00	$9.55	$11.33	$0.82	$0.00	$6.98	$0.20	$0.00	$0.00	$53.16	$65.30
3rd 6 months	$26.14	$70.00	$9.55	$11.33	$0.82	$0.00	$6.98	$0.20	$0.00	$0.00	$55.02	$68.09
4th 6 months	$28.01	$75.00	$9.55	$11.33	$0.82	$0.00	$6.98	$0.20	$0.00	$0.00	$56.89	$70.90
5th 6 months	$29.88	$80.00	$9.55	$11.33	$0.82	$0.00	$6.98	$0.20	$0.00	$0.00	$58.76	$73.70
6th 6 months	$31.75	$85.00	$9.55	$11.33	$0.82	$0.00	$6.98	$0.20	$0.00	$0.00	$60.63	$76.50
7th 6 months	$33.62	$90.00	$9.55	$11.33	$0.82	$0.00	$6.98	$0.20	$0.00	$0.00	$62.50	$79.31
8th 6 months	$35.48	$95.00	$9.55	$11.33	$0.82	$0.00	$6.98	$0.20	$0.00	$0.00	$64.36	$82.10

(*)Special Calculation Note :

*Other is Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 404

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Cement Mason

Effective Date: 8/19/2026

Effective Date: 8/19/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$38.58		$10.15	$7.50	$0.78	$0.00	$6.20	$0.08	$0.00	$0.07	$63.36	$82.65
Apprentice	BHR	Percent										
1st yr	$22.39	$58.03	$10.15	$7.50	$0.78	$0.00	$3.10	$0.08	$0.00	$0.07	$44.07	$55.27
2nd yr	$28.18	$73.04	$10.15	$7.50	$0.78	$0.00	$3.10	$0.08	$0.00	$0.07	$49.86	$63.95
3rd yr	$32.04	$83.04	$10.15	$7.50	$0.78	$0.00	$3.10	$0.08	$0.00	$0.07	$53.72	$69.74
4th yr	$37.82	$98.03	$10.15	$7.50	$0.78	$0.00	$3.10	$0.08	$0.00	$0.07	$59.50	$78.41

(*)Special Calculation Note :

OTHER: Training Fund
MISC: Substance Abuse Testing ($0.04) & Respirator Safety ($0.03)

Ratio :

5 Journeymen to 1 Apprentice
2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 404 Hev Hwy

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Cement Mason

Effective Date:
5/1/2026

Effective Date:
5/1/2026

	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		$9.50	$8.05	$0.75	$0.00	$3.74	$0.08	$0.00	$0.00	$59.41	$78.06
Apprentice	BHR	Percent										
1st Year	$26.10	$70.00	$9.50	$8.05	$0.75	$0.00	$3.74	$0.08	$0.00	$0.00	$48.22	$61.27
2nd Year	$29.83	$80.00	$9.50	$8.05	$0.75	$0.00	$3.74	$0.08	$0.00	$0.00	$51.95	$66.86
3rd Year	$33.56	$90.00	$9.50	$8.05	$0.75	$0.00	$3.74	$0.08	$0.00	$0.00	$55.68	$72.46
4th Year	$35.43	$95.00	$9.50	$8.05	$0.75	$0.00	$3.74	$0.08	$0.00	$0.00	$57.55	$75.26

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

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 673 Inside

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Electrical	3/4/2026	3/4/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$41.00		$7.83	$8.98	$0.70	$0.00	$6.00	$1.23	$0.00	$0.00	$65.74	$86.24
Welder	$45.10		$7.83	$8.98	$0.70	$0.00	$6.00	$1.35	$0.00	$0.00	$69.96	$92.51
Apprentice	BHR	Percent										
1st Period	$18.45	$45.00	$7.83	$0.00	$0.70	$0.00	$0.00	$0.55	$0.00	$0.00	$27.53	$36.75
2nd Period	$20.50	$50.00	$7.83	$0.00	$0.70	$0.00	$0.00	$0.62	$0.00	$0.00	$29.65	$39.90
3rd Period	$22.55	$55.00	$7.83	$8.98	$0.70	$0.00	$6.00	$0.68	$0.00	$0.00	$46.74	$58.02
4th Period	$26.65	$65.00	$7.83	$8.98	$0.70	$0.00	$6.00	$0.80	$0.00	$0.00	$50.96	$64.28
5th Period	$30.75	$75.00	$7.83	$8.98	$0.70	$0.00	$6.00	$0.92	$0.00	$0.00	$55.18	$70.56
6th Period	$34.85	$85.00	$7.83	$8.98	$0.70	$0.00	$6.00	$1.05	$0.00	$0.00	$59.41	$76.84

(*)Special Calculation Note :

Other: National Electrical Benefit Fund

Ratio :

1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices
7 to 9 Journeymen to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula*, Geauga*, Lake

Special Jurisdictional Note :

The following townships In Ashtabula County are EXCLUDED: Orwell, Colebrook, Williamsfield, Wayne and Windsor.

In Geauga County the following townships are INCLUDED: Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury and Thompson.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 673 Inside Lt Commercial Northern

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 3/4/2026

Effective Date: 3/4/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$41.00		$7.83	$8.98	$0.70	$0.00	$6.00	$1.23	$0.00	$0.00	$65.74	$86.24
Welder	$45.10		$7.83	$8.98	$0.70	$0.00	$6.00	$1.35	$0.00	$0.00	$69.96	$92.51
CE-3 12,001-14,000 Hrs	$31.71		$6.99	$0.00	$0.95	$0.00	$0.95	$0.95	$0.00	$0.10	$41.65	$57.50
CE-2 10,001-12,000 Hrs	$24.92		$6.99	$0.00	$0.95	$0.00	$0.75	$0.75	$0.00	$0.10	$34.46	$46.92
CE-1 8,001-10,000 Hrs	$22.65		$6.99	$0.00	$0.95	$0.00	$0.68	$0.68	$0.00	$0.10	$32.05	$43.37
CW-4 6,001-8,000 Hrs	$20.39		$6.99	$0.00	$0.95	$0.00	$0.61	$0.61	$0.00	$0.10	$29.65	$39.84
CW-3 4,001-6,000 Hrs	$18.12		$6.99	$0.00	$0.95	$0.00	$0.54	$0.54	$0.00	$0.10	$27.24	$36.30
CW-2 2,001-4,000 Hrs	$16.99		$6.99	$0.00	$0.95	$0.00	$0.51	$0.51	$0.00	$0.10	$26.05	$34.55
CW-1 0-2,000 Hrs	$15.86		$6.99	$0.00	$0.95	$0.00	$0.48	$0.48	$0.00	$0.10	$24.86	$32.79
Apprentice	BHR	Percent										
1st Period	$18.45	$45.00	$7.83	$0.50	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$27.48	$36.70
2nd Period	$20.51	$50.02	$7.83	$0.56	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$29.60	$39.86
3rd Period	$22.55	$55.00	$7.83	$9.59	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$46.13	$57.41
4th Period	$26.65	$65.00	$7.83	$9.71	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$50.35	$63.67
5th Period	$30.75	$75.00	$7.83	$9.82	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$54.56	$69.94
6th Period	$34.85	$85.00	$7.83	$9.93	$0.70	$0.00	$5.46	$0.00	$0.00	$0.00	$58.77	$76.20

(*)Special Calculation Note :

Other: National Electrical Benefit Fund
Misc: Central Collection Admin Fee

Ratio :

1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices
7 to 9 Journeymen to 6 Apprentices

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

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula*, Geauga*, Lake

Special Jurisdictional Note :

The following townships In Ashtabula County are EXCLUDED: Orwell, Colebrook, Williamsfield, Wayne and Windsor.

In Geauga County the following townships are INCLUDED: Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury and Thompson.

Details :

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 673 Lightning Rod

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
OCR01-2022sks	Electrical	11/10/2022	11/10/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lightning Protection	$30.44		$7.50	$0.91	$0.00	$2.84	$1.83	$0.00	$0.00	$0.00	$43.52	$58.74
Apprentice	BHR	Percent										
Lightning Protection Installer 1st day-6 months	$15.22	$50.00	$7.50	$0.46	$0.00	$0.41	$0.92	$0.00	$0.00	$0.00	$24.51	$32.12
Lightning Protection Installer 2nd 6 months	$16.74	$55.00	$7.50	$0.50	$0.00	$0.45	$1.01	$0.00	$0.00	$0.00	$26.20	$34.57
Lightning Protection Installer 3rd 6th months	$18.26	$60.00	$7.50	$0.55	$0.00	$0.89	$1.10	$0.00	$0.00	$0.00	$28.30	$37.44
Lightning Protection Installer 4th 6 months months	$19.79	$65.00	$7.50	$0.59	$0.00	$0.97	$1.19	$0.00	$0.00	$0.00	$30.04	$39.93
Lightning Protection Installer 3rd Year	$21.31	$70.00	$7.50	$0.64	$0.00	$1.52	$1.28	$0.00	$0.00	$0.00	$32.25	$42.90
Lightning Protection Installer 4th Year	$24.35	$80.00	$7.50	$0.73	$0.00	$1.73	$1.46	$0.00	$0.00	$0.00	$35.77	$47.95
Lightning Protection Installer 5th Year	$27.40	$90.00	$7.50	$0.82	$0.00	$1.95	$1.65	$0.00	$0.00	$0.00	$39.32	$53.01

(*)Special Calculation Note :

Ratio :

1- 3 Journeyman to 2 Trainee 4-6 Journeyman to 4 Trainee 7-9 Journeyman to 6 Trainee

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Geauga, Lake

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 673 Voice Data Video

Type of Rate: Commercial

Change #: LCN01-2023ib

Craft: Electrical

Effective Date: 6/14/2023

Effective Date: 6/14/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician	$28.95		$10.98	$0.87	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$42.86	$57.34
Communication Technician	$30.20		$10.98	$0.91	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$44.15	$59.25
Senior Technician	$31.17		$10.98	$0.93	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$45.14	$60.73
Security Tech Level I	$28.95		$10.98	$0.87	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$42.86	$57.34
Security Tech Level II	$30.20		$10.98	$0.91	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$44.15	$59.25
Security Tech Level III	$31.17		$10.98	$0.93	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$45.14	$60.73
Audio Visual Tech Level I	$28.95		$10.98	$0.87	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$42.86	$57.34
Audio Visual Tech Level II	$30.20		$10.98	$0.91	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$44.15	$59.25
Audio Visual Tech Level III	$31.17		$10.98	$0.93	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$45.14	$60.73
Apprentice	BHR	Percent										
1st 6 Months	$15.92	$55.00	$10.98	$0.48	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$29.44	$37.40
2nd 6 Months	$18.82	$65.00	$10.98	$0.56	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$32.42	$41.83
2nd Year	$21.71	$75.00	$10.98	$0.65	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$35.40	$46.26
3rd Year	$23.16	$80.00	$10.98	$0.69	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$36.89	$48.47
4th Year	$24.61	$85.00	$10.98	$0.74	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$38.39	$50.69
5th Year	$26.06	$90.00	$10.98	$0.78	$0.70	$0.00	$1.36	$0.00	$0.00	$0.00	$39.88	$52.90

(*)Special Calculation Note :

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

Ratio :

1 to 3 Journeyman to 2 Apprentice 4 to 6 Journeyman to 4 Apprentice 7 to 9 Journeyman to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula*, Geauga*, Lake

Special Jurisdictional Note :

In Ashtabula County the following townships are excluded: (Orwell, Colebrook, Williamsfield, Wayne and Windsor). In Geauga County the following townships are included: (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury and Thompson)

Details :

The following work is EXCLUDED from the Teledata Technician work scope: The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems. The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater then 10 ft. Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit All HVAC control work. *Installer Technician: Successful completion of the Installer/Technician Apprenticeship Program or have been certified by the IBEW/NECA Joint Apprenticeship and Training Program as an Installer/Technician. *Communications Technician: At least 2 years experience as a Installer/Technician and a minimum of 12 hours continuous related education or have been certified by an IBEW/NECA Joint Apprenticeship Training Program as a Communication Technician.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Commercial Projects

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 1/21/2026

Effective Date: 1/21/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$61.19		$7.50	$1.84	$0.61	$0.00	$14.69	$1.00	$0.00	$0.00	$86.83	$117.42
Cable Splicer	$61.19		$7.50	$1.84	$0.61	$0.00	$14.69	$1.00	$0.00	$0.00	$86.83	$117.42
Equip. Operator	$55.07		$7.50	$1.65	$0.55	$0.00	$13.22	$1.00	$0.00	$0.00	$78.99	$106.53
Groundman 0 to 12 months	$36.71		$7.50	$1.10	$0.37	$0.00	$8.81	$1.00	$0.00	$0.00	$55.49	$73.84
Groundman 1 year plus	$42.83		$7.50	$1.28	$0.43	$0.00	$10.28	$1.00	$0.00	$0.00	$63.32	$84.73
Apprentice	BHR	Percent										
1st 1000 Hrs	$36.71	$60.00	$7.50	$1.10	$0.37	$0.00	$8.81	$1.00	$0.00	$0.00	$55.49	$73.84
2nd 1000 Hrs	$39.77	$65.00	$7.50	$1.19	$0.40	$0.00	$9.54	$1.00	$0.00	$0.00	$59.40	$79.28
3rd 1000 Hrs	$42.83	$70.00	$7.50	$1.28	$0.43	$0.00	$10.28	$1.00	$0.00	$0.00	$63.32	$84.73
4th 1000 Hrs	$45.89	$75.00	$7.50	$1.38	$0.46	$0.00	$11.01	$1.00	$0.00	$0.00	$67.24	$90.19
5th 1000 Hrs	$48.95	$80.00	$7.50	$1.47	$0.49	$0.00	$11.75	$1.00	$0.00	$0.00	$71.16	$95.64
6th 1000 Hrs	$52.01	$85.00	$7.50	$1.56	$0.55	$0.00	$12.48	$1.00	$0.00	$0.00	$75.10	$101.11
7th 1000 Hrs	$55.07	$90.00	$7.50	$1.65	$0.55	$0.00	$13.22	$1.00	$0.00	$0.00	$78.99	$106.53

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Municipal Power & Transit

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Electrical	1/21/2026	1/21/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$56.91		$7.50	$1.71	$0.57	$0.00	$13.09	$1.00	$0.00	$0.00	$80.78	$109.23
Cable Splicer	$56.91		$7.50	$1.71	$0.57	$0.00	$13.09	$1.00	$0.00	$0.00	$80.78	$109.23
Equip. Operator	$51.22		$7.50	$1.54	$0.51	$0.00	$11.78	$1.00	$0.00	$0.00	$73.55	$99.16
Groundman 0 to 12 months	$34.15		$7.50	$1.02	$0.34	$0.00	$7.85	$1.00	$0.00	$0.00	$51.86	$68.94
Groundman 1 Year or More	$39.84		$7.50	$1.20	$0.40	$0.00	$9.16	$1.00	$0.00	$0.00	$59.10	$79.02
Apprentice	BHR	Percent										
1st 1000 Hrs	$34.15	$60.00	$7.50	$1.02	$0.34	$0.00	$7.85	$1.00	$0.00	$0.00	$51.86	$68.94
2nd 1000 Hrs	$36.99	$65.00	$7.50	$1.11	$0.37	$0.00	$8.51	$1.00	$0.00	$0.00	$55.48	$73.97
3rd 1000 Hrs	$39.84	$70.00	$7.50	$1.20	$0.40	$0.00	$9.16	$1.00	$0.00	$0.00	$59.10	$79.02
4th 1000 Hrs	$42.68	$75.00	$7.50	$1.28	$0.43	$0.00	$9.82	$1.00	$0.00	$0.00	$62.71	$84.05
5th 1000 Hrs	$45.53	$80.00	$7.50	$1.37	$0.46	$0.00	$10.47	$1.00	$0.00	$0.00	$66.33	$89.09
6th 1000 Hrs	$48.37	$85.00	$7.50	$1.45	$0.48	$0.00	$11.13	$1.00	$0.00	$0.00	$69.93	$94.11
7th 1000 Hrs	$51.22	$90.00	$7.50	$1.54	$0.51	$0.00	$11.78	$1.00	$0.00	$0.00	$73.55	$99.16

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Electrical	1/21/2026	1/21/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$45.50		$7.50	$1.37	$0.46	$0.00	$10.01	$0.75	$0.00	$0.00	$65.59	$88.34
Traffic Signal & Lighting Journeyman	$45.50		$7.50	$1.37	$0.46	$0.00	$10.01	$0.75	$0.00	$0.00	$65.59	$88.34
Equipment Operator	$41.32		$7.50	$1.24	$0.41	$0.00	$9.09	$0.75	$0.00	$0.00	$60.31	$80.97
Groundman 0 to 1 Year	$27.06		$7.50	$0.81	$0.27	$0.00	$5.95	$0.75	$0.00	$0.00	$42.34	$55.87
Groundman 1 Year or more	$32.09		$7.50	$0.96	$0.32	$0.00	$7.06	$0.75	$0.00	$0.00	$48.68	$64.73
Apprentice	BHR	Percent										
1st 1,000 Hours	$27.30	$60.00	$7.50	$0.82	$0.27	$0.00	$6.01	$0.75	$0.00	$0.00	$42.65	$56.30
2nd 1,000 Hours	$29.57	$65.00	$7.50	$0.89	$0.30	$0.00	$6.51	$0.75	$0.00	$0.00	$45.52	$60.31
3rd 1,000 Hours	$31.85	$70.00	$7.50	$0.96	$0.32	$0.00	$7.01	$0.75	$0.00	$0.00	$48.39	$64.31
4th 1,000 Hours	$34.13	$75.00	$7.50	$1.02	$0.34	$0.00	$7.51	$0.75	$0.00	$0.00	$51.25	$68.31
5th 1,000 Hours	$36.40	$80.00	$7.50	$1.09	$0.36	$0.00	$8.01	$0.75	$0.00	$0.00	$54.11	$72.31
6th 1,000 Hours	$40.95	$90.00	$7.50	$1.23	$0.41	$0.00	$9.01	$0.75	$0.00	$0.00	$59.85	$80.33

(*)Special Calculation Note :

Other: Health Reimburstment Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate
Skilled Crafts

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

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 1/7/2026

Effective Date: 1/7/2026

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

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

(*)Special Calculation Note :

Other is Health Reimbursement Account

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater 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.

Special Notes:

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

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

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

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 1/7/2026

Effective Date: 1/7/2026

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

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

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater 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.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 1/7/2026

Effective Date: 1/7/2026

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

(*)Special Calculation Note :

Other: Health Reimburstment Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

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 17

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Elevator	3/11/2026	3/11/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	$66.52		$16.37	$11.06	$0.85	$5.32	$10.70	$2.50	$0.00	$0.00	$113.32	$146.58
Apprentice	BHR	Percent										
0-6months Probation	$33.26	$50.00	$0.00	$0.00	$0.00	$2.00	$0.00	$0.00	$0.00	$0.00	$35.26	$51.89
1st year	$36.59	$55.00	$16.37	$11.06	$0.85	$2.20	$10.70	$1.38	$0.00	$0.00	$79.15	$97.45
2nd year	$43.24	$65.00	$16.37	$11.06	$0.85	$2.59	$10.70	$1.63	$0.00	$0.00	$86.44	$108.06
3rd year	$46.56	$70.00	$16.37	$11.06	$0.85	$2.79	$10.70	$1.75	$0.00	$0.00	$90.08	$113.36
4th year	$53.22	$80.00	$16.37	$11.06	$0.85	$3.19	$10.70	$2.00	$0.00	$0.00	$97.39	$124.00
Assistant Mechanic	$53.22	$80.00	$16.37	$11.06	$0.85	$4.26	$10.70	$2.00	$0.00	$0.00	$98.46	$125.07
Helper	$46.56	$70.00	$16.37	$11.06	$0.85	$3.72	$10.70	$1.75	$0.00	$0.00	$91.01	$114.29

(*)Special Calculation Note :

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

Other: Holiday Pay

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Glazier Local 181

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Glazier	6/17/2026	6/17/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	$38.00		$9.92	$12.60	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$60.97	$79.97
Apprentice	BHR	Percent										
1st Year	$24.70	$65.00	$9.92	$1.02	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$36.09	$48.44
2nd Year	$26.60	$70.00	$9.92	$3.52	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$40.49	$53.79
3rd Year	$30.40	$80.00	$9.92	$7.69	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$48.46	$63.66
4th Year	$34.20	$90.00	$9.92	$8.53	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$53.10	$70.20

(*)Special Calculation Note :

High Pay: All work is defined for the purpose of the agreement as being work which requires that the employee be supported by equipment that hangs from or suspends from the wall or roof of a building or structure. This work shall receive and additional $1.50 per hour.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie*, Geauga, Huron, Lake, Lorain, Medina*, Portage*, Summit*

Special Jurisdictional Note :

Start at the intersection of Route 305 and the eastern boundary line of Portage County. Follow Route 305 west onto Route 82, follow Route 82 west to the intersection of Routes 82, 8 and 271, follow Route 271 south to Medina County line west to Route 94, follow Route 94 south to Route 303, follow Route 303 west to Route 252, follow Route 252 south to Route 18, follow Route 18 west to Route 301, follow 301 south to Route 162, follow Route 162 west to Route 58, follow Route 58 south to the Ashland County line, follow the Ashland County line. The eastern part of Route 4 north to Lake Erie is the jurisdiction of Local 181. Local 181 has the jurisdiction on all projects built on the property which borders on the above Routes and/or intersections, wherever a County line is the divider between Local 181 and another Union, the jurisdiction is only to the county line.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Ironworker Local 17

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Ironworker	5/1/2026	5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	$39.48		$9.14	$10.00	$0.72	$2.50	$8.00	$0.00	$0.00	$0.00	$69.84	$89.58
Apprentice	BHR	Percent										
1st Year - 1st 6 Months	$23.69	$60.00	$9.14	$10.00	$0.72	$2.50	$8.00	$0.00	$0.00	$0.00	$54.05	$65.90
1st Year - 2nd 6 Months	$25.66	$65.00	$9.14	$10.00	$0.72	$2.50	$8.00	$0.00	$0.00	$0.00	$56.02	$68.85
2nd Year - 1st 6 Months	$27.64	$70.00	$9.14	$10.00	$0.72	$2.50	$8.00	$0.00	$0.00	$0.00	$58.00	$71.82
2nd Year - 2nd 6 Months	$29.61	$75.00	$9.14	$10.00	$0.72	$2.50	$8.00	$0.00	$0.00	$0.00	$59.97	$74.78
3rd Year - 1st 6 Months	$31.58	$80.00	$9.14	$10.00	$0.72	$2.50	$8.00	$0.00	$0.00	$0.00	$61.94	$77.73
3rd Year - 2nd 6 Months	$33.56	$85.00	$9.14	$10.00	$0.72	$2.50	$8.00	$0.00	$0.00	$0.00	$63.92	$80.70
4th Year - 1st 6 Months	$35.53	$90.00	$9.14	$10.00	$0.72	$2.50	$8.00	$0.00	$0.00	$0.00	$65.89	$83.66
4th Year - 2nd 6 Months	$37.51	$95.00	$9.14	$10.00	$0.72	$2.50	$8.00	$0.00	$0.00	$0.00	$67.87	$86.63

(*)Special Calculation Note :

Ratio :

4 Journeymen to 1 Apprentice on Structural Work
3 Journeymen to 1 Apprentice on Rod Work
2 Journeymen to 1 Apprentice on Finishing, Steel Sash, Stairway and Ornamental Work
1 Apprentice for every Sheeting Gang
1 Journeymen to 2 Apprentice Roadway Signage and Sound Barriers
2 Journeymen to 2 Apprentice Unloading and Erection of Light Gauge Mental Trusses

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

WEST BOUNDARY LINE: Sandusky, Ohio - Columbus Avenue north to Sandusky Bay (and/or Lake Erie); Columbus Avenue south to present Route 4; Route 4 south to present Route 99; from Route 99 south to old Route 224 - all territory to the west of the boundary line is to be within the jurisdiction of Local Union No.55, Toledo, Ohio. All territory to the east of the boundary line is to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio. Kelly's Island is to be within the jurisdiction of Local
Union No. 17, Cleveland, Ohio. All bridges, tunnels, viaducts, etc., relative to these boundary lines shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

EAST BOUNDARY LINE: Ashtabula, Ohio - All territory from the Geauga County Line on the West boundary North of State Route 6 and West of State Route 11 and North of Interstate Route 90 to the Pennsylvania Line on the East boundary shall fall under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

SOUTH BOUNDARY LINE: Canton, Ohio - All territory north of old Route 224 line to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio. All bridges, tunnels, viaducts, signs, etc., relative to old Route 224 line to be within the jurisdiction of Local Union No. 17, Cleveland, Ohio. All territory south of old Route 224 line is to be within the jurisdiction of Local Union No. 550, Canton, Ohio, except for everything within the city limits of Barberton, Ohio, which shall be under the jurisdiction of Local Union No. 17, Cleveland, Ohio.

SOUTHEAST BOUNDARY: West of a line from Middlefield to Shalersville to Deerfield, shall be under the jurisdiction of Local Union No.
17, Cleveland, Ohio. East of a line from Middlefield, to Shalersville to Deerfield, shall be under the jurisdiction of Local Union No.
207, Youngstown, Ohio. Local Union No. 17, Cleveland, Ohio and Local Union No. 207, Youngstown, Ohio has agreed that the Ohio County of Ashtabula, shall be as follows: Ashtabula County in Ohio-All territory from the Portage County Line on the West boundary South of State Route 6 and East of State Route 11 and South of Interstate Route 90 to the Pennsylvania Line on the East boundary shall fall under the jurisdiction of Local Union 207, Youngstown, Ohio. Everything south, starting at the Geauga County line, shall be under the jurisdiction of Local Union No. 207, Youngstown, Ohio.

NORTH BOUNDARY: The east boundary line and the west boundary line continuing north half-way across Lake Erie.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 1A

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Laborer	5/1/2026	5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$40.43		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$57.53	$77.75
Group 2	$40.60		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$57.70	$78.00
Group 3	$40.93		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$58.03	$78.50
Group 4	$41.38		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$58.48	$79.17
Watch Person	$32.00		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$49.10	$65.10
Apprentice	BHR	Percent										
0-1000 hrs	$32.34	$80.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$49.44	$65.61
1001-2000 hrs	$34.37	$85.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$51.47	$68.66
2001-3000 hrs	$36.39	$90.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$53.49	$71.69
3001-4000 hrs	$38.41	$95.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.51	$74.72
More than 4000 hrs	$40.43	$100.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$57.53	$77.75

(*)Special Calculation Note :

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

*Watchman have no apprentices

Jurisdiction (* denotes special jurisdictional note) :

Lake

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, Flag person, 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, Screed person, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air),Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C) ***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4 Miner, Welder, Gunite Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor Local 310

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Laborer	5/6/2026	5/6/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$34.53		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$58.38	$75.65
Group 2	$35.01		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$58.86	$76.37
Group 3	$34.78		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$58.63	$76.02
Group 4	$31.43		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$55.28	$71.00
Group 5	$28.93		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$52.78	$67.25
Group 6	$31.08		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$54.93	$70.47
Group 7	$35.03		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$58.88	$76.40
Group 8	$35.18		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$59.03	$76.62
Group 9	$29.38		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$53.23	$67.92
Group 10	$25.38		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$49.23	$61.92
Group 11	$34.68		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$58.53	$75.87
Group 12	$34.92		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$58.77	$76.23
Group 13	$36.03		$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$59.88	$77.90
Apprentice	BHR	Percent										
1-1000 hours	$20.72	$60.00	$9.26	$0.00	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$33.62	$43.98
1001-2000 hours	$24.17	$70.00	$9.26	$5.48	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$42.55	$54.64
2001-3000 hours	$27.62	$80.00	$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$51.47	$65.28
3001-4000 hours	$31.08	$90.00	$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$54.93	$70.47
4001 plus	$34.53	$100.00	$9.26	$10.95	$0.10	$0.00	$3.18	$0.15	$0.00	$0.21	$58.38	$75.65

(*)Special Calculation Note :

Other is Supplemental Unemployment Benefit (SUB).

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga, Lake

Special Jurisdictional Note :

Details :

Group 1 - Building and construction Laborers and Tenders; Asbestos Removal - hazardous materials; unloading of furniture and fixtures
Group 2 - Gunite Operating (Machines of all type)
Group 3 - Laborers on swinging scaffolds; air track and wagon drill
Group 4 - Drywall stocking and handling
Group 5 - General Landscaping
Group 6 - Final Clean-up (must perform clean-up duties for entire work shift, and excludes demolition work)
Group 7 - Blasters, Shooters, Caissons, Well Cylinder, Cofferdams, Mine Workers without air, acid brick tenders
Group 8 - Top man on free standing radial stack; bellman and bottom man in blast furnace and stove
Group 9 - Sewer jet
Group 10 - Heat tender
Group 11 - Firebrick
Group 12 - Mason tender handling carbon block and bottom block for blast furnace stoves, stacks etc
Group 13 - Lansing Burners

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone I (A)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCR01-2026ib	Operating Engineer	10/14/2026	10/14/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	$51.61		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$69.06	$94.86
Operator Group B	$51.46		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$68.91	$94.64
Operator Group C	$50.01		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$67.46	$92.47
Operator Group D	$49.23		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$66.68	$91.30
Operator Group E	$48.91		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$66.36	$90.81
Operator Group F	$41.83		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$59.28	$80.19
Master Mechanic	$52.61		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$70.06	$96.36
Lift Director	$52.61		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$70.06	$96.36
Crane 200'-299'	$52.61		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$70.06	$96.36
Crane 300' and over	$53.11		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$70.56	$97.11
Mobile Concrete Pumps 200'-299'r	$52.61		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$70.06	$96.36
Mobile Concrete Pumps 300' and over	$53.11		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$70.56	$97.11
Apprentice	BHR	Percent										
1st Year	$30.88	$59.83	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$48.33	$63.77
2nd Year	$36.02	$69.79	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$53.47	$71.48
3rd Year	$41.17	$79.77	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$58.62	$79.20
4th Year	$46.31	$89.73	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$63.76	$86.92

(*)Special Calculation Note :

Other & Misc is Education & Safety and National Training Fund.

Note: There will be a 5% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment.

Operating Engineers employed on any piece of equipment requiring a Certified Crane Operator (CCO) certification or employed on cranes involved in pile driving operations shall be paid a premium of one dollar ($1.00) per hour in addition to the crane rate or any escalated rate that may be in effect.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company ,there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII, paragraph77, will not be subject to the apprenticeship ratios in this collective bargaining agreement.

In all the counties within the jurisdiction of this Agreement, crews shall be employed on all truck cranes, power shovels, cranes, rotary drills on caisson work, cableways, draglines, tower derricks, tower cranes, multiple drum pavers, pile driving machines and hoes, standard gauge locomotives, bucket trench machines (over 24" wide) and horizontal directional drills (over 500,000 ft.lbs.thrust). Crews shall consist of an Operating Engineer and an Apprentice/Helper (Oiler) or Signalman on machines, regardless of motive of power, or an Operating Engineer and Fireman on steam machines.

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina

Special Jurisdictional Note :

Details :

Group A - A-Frames; " Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operatotion)"; Boom Trucks (all types); Cableways; Cherry Pickers; Combination - Concrete Mixers & Towers; Concrete Pumps; Cranes (all types); Cranes-compact: Track or rubber over 4000lbs. capacity; Cranes- self erecting: stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, hoisting building materials; Hoes (All types); Hoists (two or more drums); Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Maintenance Operators and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Robotics Equipment Operator/Mechanic; Rotary Drills (all), used on caissons work, wells (all types), Geothermal work and sub-structure work; Rough Terrain Forklifts with Winch/Hoist (when used as a crane); Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24” wide); Tug Boats; Tunnel Boring Machine (TBM).

Group B - Asphalt Pavers; Bulldozers; CMI type Equipment; End Loaders; Horizontal Directional Drill Locator; Horizontal Directional Drill Operator; Instrument Man; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills; Vermeer Type Concrete Saw.

Group C - Air Compressors, Pressurizing Shafts or Tunnels; Articulating/Straight bed end dumps if assigned by the employer (minus $4.00 per hour from Group C); All Asphalt Rollers; Fork Lifts; Hoists (with one drum); House Elevators (except those automatic call button controlled); Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate; Laser Screeds and like equipment; Man Lifts; Modular Moving and Placement machine (C Rate) (F Rate if second person is needed); Mud Jacks; Portable Hydraulic Gantry (lift system C rate) (F Rate if a second person is needed); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pressure Grouting; Trenchers (24" and under); Utility Operators.

Group D – Brokks with a manufacture’s weight of 3,500 lbs. and above; Compressors, on building construction; Conveyors, used for handling building materials; Generators; Gunite Machines; Mixers, more than one bag capacity; Mixers, one bag capacity (side loader); Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Road Widening Trenchers; Rollers; Welder Operators.

Group E - Backfillers and Tampers; Batch Plants; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Cleaning Machine Operator (decontamination included); Clefplanes; Concrete Spreading Machines; Crushers; Deckhands; Drum Fireman (asphalt); Farm-type, Tractor, pulling attachments; Finishing Machines; Forklifts (masonry work only); Form Trenchers; High Pressure Pumps (over 1/2" discharge); Hydro Seeders; Pumps (4" and over discharge), provided it is not part of a de-watering system discharged into a common header; Self-Propelled Power Spreaders; Self-Propelled Sub Graders; Submersible Pump (4" and over discharge), provided it is not part of a dewatering system discharged into a common header; Tire Repairman; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors with integral power.

Group F - Apprentice/Helpers, Oiler, Signalmen; Barrier Moving Machines (additional duty, paid same rate); Bobcat-type and/or Skid Steer Loader; Bobcat-type and/or Skid Steer Loader with any and all attachments; Brokks with a manufacture’s weight less than 3,500 lbs.; Cranes – compact, track or rubber under 4000 lbs. capacity; Geodimeter; Grade Checker; Grinders (all); Inboard/Outboard Motor Boat Launches; Light Plant Operators; Planers (all types); Power Boilers (less than 15 lbs. pressure); Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Rod Man; Rotomills; Saw (concrete Vermeer-type); Submersible Pumps (under 4 inch discharge); Vac Alls; Cutting, burning and fabricating on equipment and their attachments.

Master Mechanic - Master Mechanic

Crane 200’-299’ - Boom & Jib 200’ feet and over Crane 300’ and Over - Boom & Jib 300' and over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone I

Type of Rate: Commercial

Change #: LCR01-2026ib

Craft: Operating Engineer

Effective Date: 10/14/2026

Effective Date: 10/14/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	$48.78		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$66.23	$90.62
Operator Class B	$48.68		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$66.13	$90.47
Operator Class C	$47.64		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.09	$88.91
Operator Class D	$46.42		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$63.87	$87.08
Operator Class E	$41.13		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$58.58	$79.15
Master Mechanic	$49.78		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$67.23	$92.12
Lift Director	$49.78		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$67.23	$92.12
Crane and Mobile Concrete Pump 150' - 179'	$49.28		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$66.73	$91.37
Crane and Mobile Concrete Pump 180' - 249'	$49.78		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$67.23	$92.12
Crane and Mobile Concrete Pump 250' and Over	$50.03		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$67.48	$92.50
Apprentice	BHR	Percent										
1st Year	$24.39	$50.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$41.84	$54.03
2nd Year	$29.27	$60.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$46.72	$61.36
3rd Year	$34.15	$70.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$51.60	$68.67
4th Year	$39.02	$80.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$56.47	$75.98
Field Mech Trainee	$	$	$	$	$	$	$	$	$	$	$	$
1st Year	$29.27	$60.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$46.62	$61.25
2nd Year	$34.15	$70.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$51.50	$68.57
3rd Year	$39.02	$80.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$56.37	$75.88
4th Year	$43.90	$90.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$61.25	$83.20

(*)Special Calculation Note :

Other: Education & Safety Fund
Misc: National Training

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

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

In all of the counties within the jurisdiction of this Agreement, crews (meaning an Operating Engineer and an Apprentice/Helper (Oiler), or Signalman on gas or diesel machines, or an Operating Engineer and Fireman on steam machines) shall be employed on all truck cranes, power shovels, cranes, rotary drill on caisson work, cableways, draglines, tower derricks, tower cranes, multiple drum pavers, piledriving machines and hoes, standard gauge locomotives and bucket trench machines (over 24" wide).

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain, Medina, Portage, Summit

Special Jurisdictional Note :

Details :

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

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

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

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

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

Master Mechanic - Master Mechanic

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 505 Drywall

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Painter	5/1/2026	5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	$36.40		$9.92	$7.30	$0.45	$0.00	$4.74	$0.00	$0.00	$0.00	$58.81	$77.01
Apprentice	BHR	Percent										
1st Year	$25.48	$70.00	$9.92	$2.61	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$38.46	$51.20
2nd Year	$29.12	$80.00	$9.92	$3.28	$0.45	$0.00	$3.79	$0.00	$0.00	$0.00	$46.56	$61.12
3rd Year	$32.76	$90.00	$9.92	$4.08	$0.45	$0.00	$4.27	$0.00	$0.00	$0.00	$51.48	$67.86

(*)Special Calculation Note :

Ratio :

2 Journeyman to 1 Apprentice
3 Journeyman to 1 Apprentice after 9 total tapers

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Portage*, Summit*

Special Jurisdictional Note :

Portage & Summit North of the East-West Turnpike.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 Sign and Display

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Painter	6/18/2025	6/18/2025

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

(*)Special Calculation Note :

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 Zone 1 Sign

Type of Rate: Commercial

Change #: LCN01-2025ib

Craft: Painter

Effective Date: 7/30/2025

Effective Date: 7/30/2025

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

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

(*)Special Calculation Note :

Other: Holiday Pay
Apprentice Pay Rate should be based on proper Classification.
Any employee working over 100 ft. above the ground shall receive $1.00 per hour additional pay.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Class A Worker: More than 1 year but less that 2 years
Class B Worker: More than 2 years but less than 10 years
Class C Worker: More than 10 years but less that 20 years
Class D Worker: More than 20 years

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 707

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Painter	5/1/2026	5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	$37.45		$9.92	$6.08	$0.45	$0.00	$4.75	$0.00	$0.00	$0.00	$58.65	$77.38
Paperhanger	$37.45		$9.92	$6.08	$0.45	$0.00	$4.75	$0.00	$0.00	$0.00	$58.65	$77.38
REPAINT Brush Roll & Paperhanger	$35.95		$9.92	$6.08	$0.45	$0.00	$4.75	$0.00	$0.00	$0.00	$57.15	$75.13
Apprentice	BHR	Percent										
1st Year	$24.34	$65.00	$9.92	$1.64	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$36.35	$48.52
2nd Year	$28.09	$75.00	$9.92	$2.25	$0.45	$0.00	$3.56	$0.00	$0.00	$0.00	$44.27	$58.31
3rd Year	$31.83	$85.00	$9.92	$2.70	$0.45	$0.00	$4.04	$0.00	$0.00	$0.00	$48.94	$64.85
4th Year	$35.58	$95.00	$9.92	$3.75	$0.45	$0.00	$4.51	$0.00	$0.00	$0.00	$54.21	$72.00

(*)Special Calculation Note :

Apprentice pay based on percentage of above appropriate classification.

The following Premiums shall be added to proper classification in full including apprentice rates:

Spray Painting: $.70 per hour
Sandblasting and buffing: $.40 per hour
Height pay (Over 100ft): $.50 per hour
Fiberglass Insulator & Catalytic material applicator: $.70 per hour
Application of Catalytic materials under class 3 hazardous per MSDS- add $.65 per hour
Application of Catalytic materials under class 4 hazardous per MSDS- add $1.00 per hour

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Portage*, Summit*

Special Jurisdictional Note :

Portage & Summit North of the East-West Turnpike.

Details :

Repaint: 20% or less of new surfaces. A general contractor holding a construction contract does not constitute the rate of pay. Bridge work, tanks, towers and all work covered by NMA, PLA, GPA is excluded from any repaint rate.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 707 HvyHwy

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Painter	5/1/2026	5/1/2026

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Class 1: Bridge Blaster	$43.71	$9.92	$6.08	$0.45	$0.00	$4.75	$0.00	$0.00	$0.00	$64.91	$86.77
Class 2: Bridge Painter, Rigger, Containment Builder, Spot Blaster	$40.71	$9.92	$6.08	$0.45	$0.00	$4.75	$0.00	$0.00	$0.00	$61.91	$82.27
Class 3: Equipment Operator/ Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (0-5 Years Exp.)	$33.71	$9.92	$6.08	$0.45	$0.00	$4.75	$0.00	$0.00	$0.00	$54.91	$71.77
Class 3: Equipment Operator/ Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (5 Plus Years Exp.)	$36.71	$9.92	$6.08	$0.45	$0.00	$4.75	$0.00	$0.00	$0.00	$57.91	$76.27
Class 4: Concrete Sealing, Concrete Blasting/Power Washing/ Etc	$32.71	$9.92	$6.08	$0.45	$0.00	$4.75	$0.00	$0.00	$0.00	$53.91	$70.27

Class 5: Quality Control/Quality Assurance, Traffic Safety, Competent Person	$36.71		$9.92	$6.08	$0.45	$0.00	$4.75	$0.00	$0.00	$0.00	$57.91	$76.27
Apprentice	BHR	Percent										
1st Year	$28.41	$65.00	$9.92	$1.64	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$40.42	$54.63
2nd Year	$32.78	$75.00	$9.92	$2.25	$0.45	$0.00	$3.56	$0.00	$0.00	$0.00	$48.96	$65.35
3rd Year	$37.15	$85.00	$9.92	$2.70	$0.45	$0.00	$4.04	$0.00	$0.00	$0.00	$54.26	$72.83

(*)Special Calculation Note :

Apprentice pay based on percentage of above appropriate classification.

Application of Catalytic materials under class 3 hazardous per MSDS- add .65 per hour to the above Job Classification basic hourly rate.
Application of Catalytic materials under class 4 hazardous per MSDS- add 1.00 per hour to the above Job Classification basic hourly rate.

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Portage*, Summit*

Special Jurisdictional Note :

Portage & Summit North of the East-West Turnpike.

Details :

Painter Bridge Class 2 is Defined as; Bridge Painter, Rigger, Containment Builder

Concrete Sealing: on highway work, scaling of concrete surfaces, the treating and sealing of bridge decks, the painting and staining of concrete, including the abutments, barricades, noise barriers, lane dividers, etc.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Pipefitter Local 120

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
OCR01-2026ib	Pipefitter	7/1/2026	7/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Pipefitter	$51.02		$13.30	$12.20	$1.32	$0.00	$3.50	$0.20	$0.00	$0.00	$81.54	$107.05
Apprentice	BHR	Percent										
1st year	$24.70	$48.41	$5.78	$0.00	$1.32	$0.00	$0.00	$0.00	$0.00	$0.00	$31.80	$44.15
2nd year	$25.42	$49.82	$12.43	$7.60	$1.32	$0.00	$0.88	$0.20	$0.00	$0.00	$47.85	$60.56
3rd year	$29.43	$57.68	$12.43	$7.60	$1.32	$0.00	$0.88	$0.20	$0.00	$0.00	$51.86	$66.57
4th year	$35.04	$68.68	$12.43	$7.60	$1.32	$0.00	$0.88	$0.20	$0.00	$0.00	$57.47	$74.99
5th year	$39.06	$76.56	$12.43	$7.60	$1.32	$0.00	$0.88	$0.20	$0.00	$0.00	$61.49	$81.02

(*)Special Calculation Note :

OTHER: SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

1 Journeyman to 1 Apprentice
2-4 Journeymen to 2 Apprentices
5-7 Journeymen to 3 Apprentices
3 to 1 on jobs with 12 or more journeymen

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Medina*, Summit*

Special Jurisdictional Note :

Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of State Route 18 and Smith Road and including work within the corporate limits of the City of Medina.

Details :

Under pipefitter duties shall include - steam and hot water heating boilers and related controls such as automatic feedwater and low water cut-offs, safety relief valves and gas trains; steam regulators, traps, steam valves, steam heaters, steam and hot water heating coils; feedwater lines to boilers, condensate pumps, condensate tanks and related piping to boilers, expansion tanks and controls on hot water heating systems; refrigeration and air conditioning systems that are separate from one another and are connected through piping; install, calibrate and maintain pneumatic temperature controls and piping for heating and cooling devices; piping, pumps and controls on the fluent water system in water treatment plants; hose cabinets and automatic fire sprinkler systems; underground water supply piping and devices; all fire stopping of piping systems; to operate a pipe cutting machine, to thread pipe by machine or hand dies; to do oxyacetylene and electric welding on iron and steel pipes when required; to perform other tasks when assigned.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Pipefitter Local 120 Mechanical Equipment

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Pipefitter	5/4/2026	5/4/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Pipefitter Mechanical Equipment Service A-2	$38.99		$13.30	$12.20	$1.32	$0.00	$3.50	$0.20	$0.00	$0.00	$69.51	$89.00
Pipefitter Mechanical Equipment Service A-1	$34.98		$13.30	$12.20	$1.32	$0.00	$3.50	$0.20	$0.00	$0.00	$65.50	$82.99
Apprentice	BHR	Percent										
1st year	$21.86	$56.07	$6.22	$0.00	$1.32	$0.00	$0.00	$0.00	$0.00	$0.00	$29.40	$40.33
2nd year	$22.63	$58.04	$6.22	$5.30	$1.32	$0.00	$1.75	$0.20	$0.00	$0.00	$37.42	$48.73
3rd year	$25.04	$64.22	$6.22	$5.30	$1.32	$0.00	$1.75	$0.20	$0.00	$0.00	$39.83	$52.35
4th year	$29.05	$74.51	$6.22	$5.30	$1.32	$0.00	$1.75	$0.20	$0.00	$0.00	$43.84	$58.37
5th year	$31.45	$80.66	$6.22	$5.30	$1.32	$0.00	$1.75	$0.20	$0.00	$0.00	$46.24	$61.96

(*)Special Calculation Note :

OTHER: SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

A per employer ratio of one (1) unindentured trainee to the first three (3) to fifteen (15) journeymen and/or apprentices shall be established, with a ratio of one (1) unindentured trainee for every fifteen (15) journeymen and/or apprentices thereafter. Each employer shall be limited to three (3) unindentured trainees. At no time shall the number of unindentured trainees exceed the number of apprentices.

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Medina*, Summit*

Special Jurisdictional Note :

Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and including work within the corporate limits of the City of Medina.

Details :

Work scope but not limited to:Mechanical Service and Maintenance work normally performed by contractors, either by contracts or emergency call basis, who are equipped to handle all work relating to evacuation, charging, start-up, inspection, operating, maintenance and service call necessary to keep mechanical system and controls of a refrigeration , air conditioning, heating and/or ventilation or any other newly installed, remodeled, revamped or redesigned mechanical system in operational order; all fire stopping and piping systems. Shall include but not limited to all maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the employer by the customer. Shall also be allowed to do the following installation work: All residential humidifiers and dehumidifiers, all window type units, all residential heating and cooling systems, excluding steam and hot water, and when a building is not new construction, all refrigeration systems up to 20 tons, split air conditioning systems up to 50 tons, and package or self-contained air conditioning units up to 50 tons.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Pipefitter Local 120 Sprinklerfitter

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Sprinkler Fitter

Effective Date: 5/4/2026

Effective Date: 5/4/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	$51.02		$13.30	$12.20	$1.32	$0.00	$3.50	$0.20	$0.00	$0.00	$81.54	$107.05
Apprentice	BHR	Percent										
1st Year	$24.70	$48.41	$5.78	$0.00	$1.32	$0.00	$0.00	$0.00	$0.00	$0.00	$31.80	$44.15
2nd Year	$25.42	$49.82	$12.43	$7.60	$1.32	$0.00	$0.88	$0.20	$0.00	$0.00	$47.85	$60.56
3rd Year	$29.43	$57.68	$12.43	$7.60	$1.32	$0.00	$0.88	$0.20	$0.00	$0.00	$51.86	$66.57
4th Year	$35.04	$68.68	$12.43	$7.60	$1.32	$0.00	$0.88	$0.20	$0.00	$0.00	$57.47	$74.99
5th Year	$39.06	$76.56	$12.43	$7.60	$1.32	$0.00	$0.88	$0.20	$0.00	$0.00	$61.49	$81.02

(*)Special Calculation Note :

OTHER: SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

1 Journeymen to 1 Apprentice
2 - 4 Journeymen to 2 Apprentices
5 - 7 Journeymen to 3 Apprentices
3 Journeymen to 1 Apprentice on jobs with 12 or more journeymen

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

Sprinklerfitter duties shall include: installation, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and extinguishing systems; consist of handling and installing of all piping and appurtenances pertaining to sprinkler equipment including both overhead and underground water mains, fire hydrants and hydrants mains, stand pipes, hose connections, tank heaters, air lines, thermal systems and their connections; all operating and actuating lines and devices and their protective covering; all fire stopping of sprinkler piping systems; all tanks, pumps and city connections; fire protection systems using emulsify, spray, water fog, CO2 gas, foam and other fire control agents, settling of all fire pumps and tank filling pumps, air compressors and their connections; all work related to sprinkler inspections (included but not limited to: adjustments, maintenance, repair, testing, etc.)

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plasterer Local 526

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Plasterer	5/1/2026	5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	$34.71		$9.37	$7.10	$0.50	$0.00	$5.60	$0.21	$0.00	$0.00	$57.49	$74.84
Apprentice	BHR	Percent										
1st Year	$17.36	$50.00	$9.37	$7.10	$0.50	$0.00	$5.60	$0.21	$0.00	$0.00	$40.14	$48.82
2nd Year	$20.83	$60.00	$9.37	$7.10	$0.50	$0.00	$5.60	$0.21	$0.00	$0.00	$43.61	$54.02
3rd Year	$26.03	$75.00	$9.37	$7.10	$0.50	$0.00	$5.60	$0.21	$0.00	$0.00	$48.81	$61.83
4th Year	$31.24	$90.00	$9.37	$7.10	$0.50	$0.00	$5.60	$0.21	$0.00	$0.00	$54.02	$69.64

(*)Special Calculation Note :

Other is for Substance abuse and training.

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Lorain

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plumber Local 55

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Plumber	6/10/2026	6/10/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber	$47.11		$13.37	$9.63	$1.23	$0.00	$7.10	$0.20	$0.00	$0.00	$78.64	$102.19
Shopman (When in the field)	$25.98		$9.79	$5.59	$0.10	$0.00	$3.85	$0.00	$0.00	$0.00	$45.31	$58.30
Apprentice	BHR	Percent										
1-6 Months	$20.69	$43.91	$7.59	$0.24	$0.95	$0.00	$1.56	$0.00	$0.00	$0.00	$31.03	$41.38
7-12 Months	$23.50	$49.89	$7.84	$0.44	$1.00	$0.00	$2.01	$0.20	$0.00	$0.00	$34.99	$46.74
2nd Year 1-6	$25.19	$53.46	$8.62	$0.85	$1.05	$0.00	$3.06	$0.20	$0.00	$0.00	$38.97	$51.57
2nd Year 7-12	$26.23	$55.67	$8.83	$2.85	$1.05	$0.00	$3.78	$0.20	$0.00	$0.00	$42.94	$56.05
3rd Year 1-6	$29.43	$62.47	$9.38	$2.80	$1.05	$0.00	$4.00	$0.20	$0.00	$0.00	$46.86	$61.57
3rd Year 7-12	$31.69	$67.27	$9.65	$3.63	$1.05	$0.00	$4.62	$0.20	$0.00	$0.00	$50.84	$66.69
4th Year	$34.59	$73.42	$9.92	$4.07	$1.05	$0.00	$4.98	$0.20	$0.00	$0.00	$54.81	$72.11
5th Year	$37.51	$79.63	$10.19	$4.51	$1.05	$0.00	$5.33	$0.20	$0.00	$0.00	$58.79	$77.55

(*)Special Calculation Note :

OTHER IS: SUPPLEMENTAL UNEMPLOYMENT

Ratio :

1 Journeyman 1 Apprentice
2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake, Medina*, Summit*

Special Jurisdictional Note :

Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and the corporate limits of the City of Medina.

Details :

The Plumber Shopman will have charge of the Employer's shop and warehouse containing plumbing and heating supplies and equipment, and perform such duties as are customarily required by a Plumber or a Plumber's Shopman, including casual delivery of tools and equipment necessary for installation of Plumbing and Heating facilities. One field shopman per shop may be hired after employing the 1st apprentice, and a second field shopman per shop may be hired after employing the 5th apprentice. These shopmen may work in the field performing primarily non-mechanical work. The plumber shopman's duties do not include the installation of plumbing.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Roofer Local 44

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
OCR02-2026ib	Roofer	6/17/2026	6/17/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	$41.35		$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$62.99	$83.67
Applicant & Helper Trainees	$		$	$	$	$	$	$	$	$	$	$
0 to 1851 hrs	$18.61		$0.65	$0.50	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$20.34	$29.64
1852 to 3350 hrs	$22.74		$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$44.38	$55.75
3351 to 4850 hrs	$28.95		$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$50.59	$65.06
4851 to 6350 hrs	$33.08		$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$54.72	$71.26
6351 to 7550 hrs	$37.22		$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$58.86	$77.47
7551 hrs	$41.35		$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$62.99	$83.67
Apprentice	BHR	Percent										
Start of school	$18.61	$45.00	$0.65	$0.50	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$20.34	$29.64
600 hrs worked/72 school hrs	$20.68	$50.00	$0.65	$0.50	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$22.41	$32.75
1200 hrs worked/144 school hrs	$22.74	$55.00	$0.65	$0.50	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$24.47	$35.84
1800 hrs worked/216 school hrs	$24.81	$60.00	$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$46.45	$58.85
2400 hrs worked/ 288 school hrs	$26.88	$65.00	$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$48.52	$61.96
3000 hrs worked/360 school hrs	$28.95	$70.00	$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$50.59	$65.06
3600 hrs worked/432 school hrs	$31.01	$75.00	$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$52.65	$68.16
4200 hrs worked/504 school hrs	$33.08	$80.00	$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$54.72	$71.26
4800 hrs worked/576 school hrs	$37.22	$90.00	$9.76	$11.30	$0.52	$0.00	$0.00	$0.06	$0.00	$0.00	$58.86	$77.47

(*)Special Calculation Note :

Other: Drug Testing

Ratio :

2 Journeymen to 1 Apprentice
2 Journeymen to 1 Applicant/Helper Trainee

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain, Sandusky

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 33 (Cleveland)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Sheet Metal Worker	5/20/2026	5/20/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	$47.15		$10.64	$18.38	$0.98	$0.00	$3.33	$0.00	$0.00	$0.00	$80.48	$104.05
Apprentice	BHR	Percent										
1st year	$23.57	$50.00	$10.64	$3.15	$0.22	$0.00	$0.00	$0.00	$0.00	$0.00	$37.58	$49.37
2nd year	$25.91	$54.95	$10.64	$3.47	$0.98	$0.00	$3.33	$0.00	$0.00	$0.00	$44.33	$57.29
3rd year	$28.27	$59.96	$10.64	$3.78	$0.98	$0.00	$3.33	$0.00	$0.00	$0.00	$47.00	$61.14
4th year	$35.34	$74.96	$10.64	$4.73	$0.98	$0.00	$3.33	$0.00	$0.00	$0.00	$55.02	$72.69

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice
2 Journeymen to 2 Apprentices
3-6 Journeymen to 3 Apprentices
7-8 Journeymen to 4 Apprentices
9-10 Journeymen to 5 Apprentices
11-12 Journeymen to 6 Apprentices
13-14 Journeymen to 7 Apprentices
15-16 Journeymen to 8 Apprentices
17-18 Journeymen to 9 Apprentices
19-20 Journeymen to 10 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Cuyahoga, Geauga, Lake

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 33 Industrial Door

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Sheet Metal Worker	8/1/2025	8/1/2025

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

(*)Special Calculation Note :

Other: Holiday Pay

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Local 436 - HevHwy Class 1

Type of Rate: Commercial

Change #:
LCN02-2025ib

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	$34.92		$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$54.62	$72.08
Apprentice	BHR	Percent										
First 6 months	$27.94	$80.00	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$47.64	$61.60
7-12 months	$29.68	$85.00	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$49.38	$64.22
13-18 months	$31.43	$90.00	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$51.13	$66.84
19-24 months	$33.17	$95.00	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$52.87	$69.46
25-30 months	$34.92	$100.00	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$54.62	$72.08

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga, Lake

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 Local 436 - HevHwy Class 2

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2025ib	Truck Driver	5/28/2025	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	$35.73		$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$55.43	$73.30
Apprentice	BHR	Percent										
First 6 months	$28.58	$80.00	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$48.28	$62.58
7-12 months	$30.37	$85.00	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$50.07	$65.26
13-18 months	$32.16	$90.00	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$51.86	$67.94
19-24 months	$33.94	$95.00	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$53.64	$70.62
25-30 months	$35.73	$100.00	$9.25	$10.05	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$55.43	$73.30

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Cuyahoga, Geauga, Lake

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.