

# Project Manual

DATE: January 22, 2026



## **HARRISON TOWNSHIP DISTRICT 10 SHERIFF SUBSTATION RENOVATION**

**6001 N. Dixie Drive  
Dayton, Ohio 45414**



615 Woodside Drive, Englewood, Ohio 45322

T 937.836.8898 F 937.832.3696

[www.app-arch.com](http://www.app-arch.com)

**PROJECT NUMBER: 4325.00**

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**HARRISON TOWNSHIP**

**NOTICE TO BIDDERS - DISTRICT 10 SHERIFF SUBSTATION RENOVATION**

Sealed proposals will be received by Harrison Township at 5945 N. Dixie Drive, Dayton, Ohio, 45414, until 12:00 PM on Friday, February 20, 2026. Proposals will be opened publicly and read aloud at 2:30 PM on the same day. Proposals received after 12:00 PM on Friday, February 20, 2026, will be returned unopened. Proposals shall be for the furnishing of materials and the performance of labor necessary for the Project and submissions should be marked as follows:

District 10 Sheriff Substation Renovation  
6001 N. Dixie Drive  
Dayton, Ohio 45414

All in accordance with the Contract Documents prepared by App Architecture, Englewood, Ohio.

A Lump Sum bid for the project will be received.

A pre-bid meeting will be held Tuesday, February 3, 2026, from 1:00 PM-2:00 PM, at 6001 N. Dixie Drive, Dayton, Ohio, 45414. The pre-bid meeting is not mandatory, but bidders are strongly encouraged to attend.

A Bid Security in the form of a certified check, cashier's check, irrevocable letter of credit, or surety company bond pursuant to Chapter 1305 of the Ohio Revised code in the amount of 10% of the total bid shall accompany each bid; or a bid guaranty bond in accordance with Chapter 153.571 of the Ohio Revised Code in the amount of 100% of the total bid shall accompany each bid.

The bidder may access the Ohio Prevailing Wages at [Ohio.gov/resources/prevailing-wage](http://Ohio.gov/resources/prevailing-wage) under Bureau of Wage and Hour Administration for current edition of wage rates.

Plans and specifications will be available to download from App Architecture's ShareFile site. Email your request to [bids@app-arch.com](mailto:bids@app-arch.com) and a link will be sent with downloading instructions. Plans will also be on file at: Dodge Construction Network and Builders Exchange.

Each bid must be submitted in duplicate on a blank form furnished by the Architect, in a sealed envelope. Mark plainly on the outside of the envelope, the project you are bidding on. No bidder may withdraw their bid for a period of sixty (60) days after the bid opening

The Owner reserves the right to reject any or all bids and to waive informalities, irregularities and/or errors in the bids to the extent permitted by law. This includes the right to extend the date and time for receipt of bids.

**This notice is posted on the Harrison Township website.**

**Board of Trustees – Agenda for Selection and Authorization: March 2, 2026**

**The Date of this notice: January 22, 2026**

By: Harrison Township  
5945 N. Dixie Drive  
Dayton, Ohio 45414

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# AIA<sup>®</sup> Document A312<sup>®</sup> – 2010

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

Harrison Township Board of Trustees  
5945 N. Dixie Drive  
Dayton, OH 45414

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

(Name and location)

Harrison Township District 10 Sheriff Substation Renovation  
6001 N. Dixie Drive  
Dayton, OH 45414

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

**ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Company: (Corporate seal)

Company: (Corporate seal)

CONTRACTOR AS PRINCIPAL

(Signature)

SURETY (Signature)

(Printed name and title)

(Printed name and title)

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 16** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*



**Agreement & Waiver  
For Transfer and Use of  
Architectural Electronic Files**



615 Woodside Drive, Englewood, Ohio 45322

T 937.836.8898 F 937.832.3696

[www.app-arch.com](http://www.app-arch.com)

**PROJECT:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

You (hereinafter "User") have requested App Architecture (hereinafter "AA") provide electronic files, which may include BIM files, (hereinafter "Electronic Files") for User's convenience and use in the preparation of shop drawings/coordination drawings related to this project only. AA is willing to accommodate this request subject to the following terms and conditions:

AA and User fully understand that the data contained in these Electronic Files are part of AA's Instruments of Service, AA shall be deemed the author of the drawings and data, and shall retain all common law, statutory law, and other rights. Modifications to the Electronic Files are to be made only by AA or its Subconsultants through the RFI process. User shall not transfer the Electronic Files to any other party without the express written authorization of AA. These files are not a product and shall not be used by User or anyone else receiving this data through or from User for any other purpose other than as a convenience as described above. AA makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. Furthermore, any description of said Electronic Files shall not be deemed to create an implied or express warranty that such Electronic Files shall conform to said description.

User understands and accepts that Electronic Files deteriorate or can be modified inadvertently or otherwise without authorization by AA. Therefore, AA may remove all indication of its ownership or involvement from these Electronic Files. Furthermore, AA makes no representations as to compatibility, usability or readability of the files resulting from the use of software, application packages, operating systems, or computer hardware differing from those of AA. Nor does AA make any representation that these Electronic Files will have any particular durability or that they will not damage or impair the User's computer or software.

The User acknowledges that the furnishing of these files in no way relieves the User from the responsibility for the preparation of shop drawings or other schedules as required by the Contract between the Contractor and the Owner including the need to check, confirm and coordinate the work with that of other contractors for this project.

User understands that these Electronic Files are not contract documents, they do not contain all the information of the contract documents. Significant differences may exist between these Electronic Files and corresponding hard copy documents due to addenda, change orders, revisions, layer visibility or other reasons. AA makes no representations as to the accuracy or completeness of these Electronic Files. User understands and agrees that in the event of a conflict, printed hard copy drawings and specifications issued by AA shall take precedence over Electronic Files. User understands and agrees that User alone is completely responsible, without limitation, to check and otherwise confirm the accuracy of all data on these Electronic Files. The User recognizes that the

AA does not have, and will not have, any duty or obligation to advise or give notice to the User of any future revisions or modifications to the originating Electronic Files.

The User acknowledges that the Electronic Files provided by AA are a graphical representation of the building in order to generate two-dimensional industry standard drawings. A Revit model will contain both 2D and 3D components. The data contained in the Electronic Files may not be 100% accurate and should not be used for dimensional control, building layout or similar purposes. Additionally, the User acknowledges that the information in the Electronic Files should be use for comparative purposes only and shall not be relied upon for accurate quantity estimates.

The User shall assume all risks and liabilities resulting from use of these Electronic Files. User agrees to make no claims and hereby waives, to the fullest extent permitted by law, any claims or causes of action of any nature whatsoever, including claims for consequential damages, against AA, its officers, directors, employees, agents, or sub-consultants which may arise out of or in connection with the use of the Electronic Files. Furthermore, User shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless AA, its officers, directors, employees, agents, or sub-consultants from and against all claims, damages, losses, and expenses, including attorney fees, arising out of, or related to User's, or anyone else receiving this data through or from User, use of the Electronic Files. If User reproduces the Electronic Files or creates a derivative work based upon them, User shall remove or completely obliterate any professional seals, logos, and other indications on the documents of the identity of AA, its officers, directors, employees, agents, or sub-consultants.

Neither this Agreement nor use of these files shall alter the contractor's Contract for Construction in any way.

**ELECTRONIC FILE FORMAT (SELECT ONE):**

☐ .DWG Format – List drawing sheets requested:

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☐ Revit Project Model (Model only, no Views included, no specific LOD):

The User agrees that the AA shall have no responsibility whatsoever for problems of any nature arising from transmitting and storing electronic files at a User requested FTP site or project management site or the conversion of the Electronic Files by the User or others for use in non-native applications. AA will not provide Electronic Files in compressed formats. The User agrees to accept the files in the format provided by AA, and that the User's conversion or electronic file storage at the User's at the User's requested site, shall be at the User's sole risk.

AA, at its sole discretion, may modify the Electronic Files before they are provided to the User. Such modifications may include, but are not limited to, removal of certain information. AA, at its sole discretion, may refuse to provide some or all Electronic Files requested by the User.

The availability of Electronic Files that were not prepared by AA is subject to the consent of the Owner and/or consultant that prepared those Electronic Files. AA will not negotiate with the Owner or consultant or repeatedly solicit the Owner or consultant to obtain consent. Neither this

Agreement and Waiver for Transfer and Use of Electronic Files nor any such separate Consultant's consent may be assigned or transferred by the User to any other person or entity.

**USER (FIRM NAME):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**NAME/TITLE (PRINTED):** \_\_\_\_\_

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## **METHOD OF AWARD**

### **1. Determination of Lowest and Best Bid**

Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest and best bid, taking into consideration accepted alternates and all provided information. The Owner, in its sole discretion, will determine whether a Bid or Bidder is the best and most responsible. In determining whether a Bid or Bidder is the best, most responsible and in the Owner's best interest. The Owner may consider the following criteria and such other criteria as it deems proper:

1. The Bidder's work history.
2. Notwithstanding the right of the Township to reject any and all Bids, determination of the Lowest and Best Bid shall be at the sole discretion of the Township. In determining the Lowest and Best Bid, the Township shall take into consideration not only the amount of the Bid, but such of the following criteria as it, in its sole discretion deems appropriate and may give such weight thereto as it, in its sole discretion deems appropriate:
  - a. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety;
  - b. The Bidder's prior experience with comparable or more complex projects;
  - c. The Bidder's prior work history and experience with the Harrison Township or its employee;
  - d. The Bidder's prior history for successful and timely completion of projects;
  - e. The Bidder's equipment and facilities;
  - f. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
  - g. The Bidder's compliance with Federal, State and local laws, rules and regulations, including but not limited to the Occupational Safety and Health Act and ADA;
  - h. The foregoing information with respect to each of the Subcontractors which the Contractor intends to use on the Project; and/or
  - i. Depending on the type of work, other essential factors are deemed relevant by the Township.
2. Harrison Township reserves the right to reject any or all the Bids and to waive any formalities or irregularities in the Bids when determined by the Township to be of advantage to the Township. The Bidder's resources, including but not limited to the financial ability to complete the Contract successfully and on time without resort to its Surety and the experience, adequacy, and numbers of the Bidder's work force. The Township will carefully consider the qualifications and experience of the Bidder's workforce proposed to be used to complete the Project.
3. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsible.
4. By submitting its Bid, the Bidder agrees that the Owner's determination of responsibility shall be final and conclusive, and that if the Bidder, or any person at the Bidder's urging, directly or indirectly challenges such determination in any legal proceeding and such challenge is not successful, the Bidder will reimburse the Owner for all legal fees and

expenses incurred by the Owner that are related to such challenge, including the cost of collection.

5. Within seven (7) calendar days of receipt of the bids or such longer time as may be permitted in writing by the Owner and Owner's Representative, the apparent low Bidder will submit the following:
  1. The Schedule of Values (breakdown of Labor and Material) for the Project, including the sum and percentages for each.

After approval by the Owner and Owner's Representative of the list of proposed Subcontractors, suppliers, and manufacturers submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner and Owner's Representative.

6. No Bidder may withdraw its Bid within sixty (60) days after the date bids are opened.
7. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

#### **PROTECTION OF PROPERTY**

1. Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. If awarded the Contract, they must also employ so far as possible such methods and means in carrying out this work as will cause the least amount of interruption or interference to traffic on the adjacent streets or to adjacent property owners.

#### **UTILITY NOTIFICATION**

1. The Contractor shall be responsible for all utility notification and coordinating his work with and around them.
2. The Contractor shall be responsible for all expenses relating to any damage to any utility as a result of actions taken in connection with this project.

#### **SAFETY**

1. It shall be the duty of the Contractor to erect and maintain adequate lights, signs and barricades to ensure the safety of the public during the progress of the work, and the same is to be maintained until final acceptance by the Township.
2. All maintenance of traffic, signs, devices or items in the right of way for the jobsite or traffic ingress, egress, and access. Shall conform to the standards of all entities in the jurisdiction such as the Services Department of Harrison Township, Montgomery County Engineer's Office, and Ohio Department of Transportation.
3. It shall be the duty of the Contractor to follow, and have all persons on the job site follow, all applicable rules and regulations regarding worker safety including those as provided by the State of Ohio Occupation Safety and Health Administration (OSHA).

#### **LOCAL LABOR & MATERIAL SUPPLIERS**

1. All Contractors and Subcontractors involved with this project will, to the extent practical, use local products, materials, services, and labor in the implementation of this Contract.

**DOCUMENT 00 4113 BID FORM – STIPULATED SUM**

SUBMITTED BY: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name of Bidder

To:  
Harrison Township  
5945 N. Dixie Drive  
Dayton, Ohio 45414

We, the undersigned having familiarized ourselves with the local conditions affecting the cost of the work, and with all Bidding Documents, prepared by App Architecture, 615 Woodside Drive, Englewood, Ohio 45322, dated January 22, 2026, hereby purpose to furnish all labor, equipment, utilities, and transportation, to furnish and deliver all materials, and to perform and supervise all work required for the construction of the project entitled:

**DISTRICT 10 SHERIFF SUBSTATION RENOVATION**

**ITEM #1 – ALL WORK**

BASE BID: All labor and material including any allowances, for the sum of:

\_\_\_\_\_Dollars (sum in words)

\$\_\_\_\_\_.

Completion Time From Notice to Proceed \_\_\_\_\_Calendar Days.

ALTERNATE 1: Delete all work in Phase 2.

If Alternate 1 is accepted, revise Base Bid as follows:

All labor and materials, for the sum of:

\_\_\_\_\_Dollars (sum in words)

\$\_\_\_\_\_.

If this alternate is accepted, subtract \_\_\_\_\_ calendar days from the Base Bid Completion Time.

HARRISON TOWNSHIP  
DISTRICT 10 SHERIFF SUBSTATION RENOVATION

2026

ALTERNATE 2: Delete SF-3 windows (9 total).

If Alternate 2 is accepted, revise Base Bid as follows:

All labor and materials, for the sum of:

\_\_\_\_\_Dollars (sum in words)  
\$\_\_\_\_\_

If this alternate is accepted, subtract \_\_\_\_\_ calendar days from the Base Bid Completion Time.

STATEMENT BY BIDDER: The receipt of the following:

FIRM NAME:\_\_\_\_\_

BY:\_\_\_\_\_

Addenda to the Contract Documents (drawings and specifications) is hereafter acknowledged.

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Date of Commencement of the Project shall be 30 days after bid is awarded.

NOTE A: It is understood and agreed by the undersigned that the Owner reserves the right to reject any or all bids, or to accept the bid which will promote the best interest of the Owner.

NOTE B: It is agreed that the BID shall be irrevocable for a period of sixty (60) days after the date of submission.

FIRM NAME:\_\_\_\_\_

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

OFFICIAL ADDRESS:\_\_\_\_\_

\_\_\_\_\_



One copy of each of the following documents must accompany each copy of this Bid Form:

1. Bid Guaranty
2. Subcontractor List
3. Contractor's list of current projects indicating expected start and completion dates.
4. Non-Collusion Affidavit

One complete copy of the Bid Form and all items listed above must be submitted.

END OF DOCUMENT 00 4113

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**DOCUMENT 00 4336 - SUBCONTRACTOR LIST**

Bidders shall list below the Major Subcontractors used in the completion of this bid. Where the Contractor will complete branches of work with his own forces, Contractor's name shall be listed. If a subcontractor is not planned for a particular area listed below, mark that space "N/A."

1. General Construction Work:

Subcontractor \_\_\_\_\_

2. Fire Protection Work:

Subcontractor \_\_\_\_\_

3. Plumbing Work:

Subcontractor \_\_\_\_\_

4. Heating, Ventilating and Air Conditioning Work:

Subcontractor \_\_\_\_\_

5. Electrical Work:

Subcontractor \_\_\_\_\_

NOTE: If the Bidder can show just cause at the time of awarding the Contract that a specific Subcontractor has withdrawn his bid, or raised his bid, the Bidder may substitute a Subcontractor upon approval of the Owner and at no additional cost to Owner.

END OF DOCUMENT 00 4336

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**DOCUMENT 00 4519 – NON-COLLUSION AFFIDAVIT FORM**

State of \_\_\_\_\_)

ss

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes

and says that he/she is \_\_\_\_\_ of  
(Sole Owner, Partner, etc.)

\_\_\_\_\_, the party making  
(Firm Name)

the foregoing proposal or bid, that such proposal or 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 to 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 of 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 in said proposal or bid are true.

Signature of Bidder:

\_\_\_\_\_  
(If An Individual)

\_\_\_\_\_  
(If A Partnership)

\_\_\_\_\_  
(If A Corporation)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_, My commission expires \_\_\_\_\_, 20\_\_\_\_\_.  
(Notary Public)

END OF DOCUMENT 00 4519

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**DOCUMENT 00 6113 - PERFORMANCE BOND**

The *Performance Bond*, AIA Document A312-2010, to be used is bound herein. Contractors should use this form only in combination with a certified or cashier's check equal to 10% of the bid amount.

END OF DOCUMENT 00 6113

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**DOCUMENT 00 6114 - PAYMENT BOND**

The *Payment Bond* as published by the American Institute of Architects, AIA Document A312-2010, is hereby made a part of the Project Manual.

END OF DOCUMENT 00 6114

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# **AIA**® Document A312® – 2010

## **Payment Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

Harrison Township Board of Trustees  
5945 N. Dixie Drive  
Dayton, OH 45414

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Harrison Township District 10 Sheriff Substation Renovation  
6001 N. Dixie Drive  
Dayton, OH 45414

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:

**ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Company: *(Corporate seal)*

Company: *(Corporate seal)*

\_\_\_\_\_  
**CONTRACTOR AS PRINCIPAL**  
*(Signature)*

\_\_\_\_\_  
**SURETY** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

*(Any additional signatures appear on the last page of this Payment Bond)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*



**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under

this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

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**SECTION 00 7200 - GENERAL CONDITIONS**

*General Conditions of the Contract for Construction*, AIA Document A201-2017 Edition, is hereby made a part of this Project Manual and bound herein.

END OF SECTION 00 7200

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# **AIA**® Document A201® – 2017

## **General Conditions of the Contract for Construction**

### **for the following PROJECT:**

*(Name and location or address)*

Harrison Township District 10 Sheriff Substation Renovation  
6001 N. Dixie Drive  
Dayton, OH 45414

### **THE OWNER:**

*(Name, legal status and address)*

Harrison Township Board of Trustees  
5945 N. Dixie Drive  
Dayton, OH 45414

### **THE ARCHITECT:**

*(Name, legal status and address)*

App Architecture, Inc  
615 Woodside Drive  
Englewood, OH 45322

### **TABLE OF ARTICLES**

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- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
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- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**
- 13 MISCELLANEOUS PROVISIONS**

### **ADDITIONS AND DELETIONS:**

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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**15    CLAIMS AND DISPUTES**

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.



### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2 Unless otherwise provided in the Contract Documents,**

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.**

**§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

**§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

Contractor shall cause such services or certifications to be provided by an appropriately licensed design 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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

## **§ 5.3 Subcontractual Relations**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## **§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### **§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.



### **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### **§ 7.2 Change Orders**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### **§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## **§ 8.2 Progress and Completion**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others

whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

- or  
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### **§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### **§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed



by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to

fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

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approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### **§ 13.5 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

Section 14.1.3.

**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### **§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## **§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner



may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### **§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially

similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

## **DOCUMENT 00 7300 - SUPPLEMENTARY CONDITIONS**

The following supplements modify the *General Conditions of the Contract for Construction*, AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by these supplementary conditions, the unaltered portions of the General Conditions shall remain in effect.

### **ARTICLE 1 - GENERAL PROVISIONS**

#### **1.1 BASIC DEFINITIONS**

Add the following sentence to the End of Section 1.1.1:

The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

#### **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add Section 1.2.1.2 to Section 1.2.1:

1.2.1.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Division 1 of the Specifications.
6. Drawings and Division 2-33 of the Specifications.

In the case of conflicts or discrepancies between Drawings and Divisions 2-33 of the Specifications or within either Document not clarified by Addendum; the Architect will determine which takes precedence in accordance with Subparagraph 4.2.11.

#### **1.7 DIGITAL DATA USE AND TRANSMISSION**

Add the following Section 1.7.1 to Section 1.7:

##### **1.7.1 Contractor's Use of Instruments of Service in Electronic Form.**

1.7.1.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

1.7.1.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior written consent of the Architect.

1.7.1.3 The Contractor may obtain these computer aided design files for use in preparation of shop drawings and/or coordination drawings by completing the Architect's Agreement and Waiver for Use of Computer Aided Design File. Refer to form at end of this section.

Add the following Section 1.9 to Article 1:

1.9 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

## ARTICLE 2 - OWNER

### 2.3 INFORMATION AND SERVICES REQUIRED BY THE OWNER

Delete Section 2.3.6 and substitute the following:

The General Contractor will be furnished free of charge, electronic copies of Drawings and Project Manual.

## ARTICLE 3 - CONTRACTOR

### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

To Paragraph 3.2 add the following Subparagraph 3.2.5:

3.2.5 Do not scale the Drawings. Follow indicated dimensions. In case of any discrepancy in the figures, bring the matter to the attention of the Architect for decision before proceeding with the Work. Failure to follow this procedure shall be at the Contractor's own risk, and the Architect's decision shall be final.

### 3.4 LABOR AND MATERIALS

Delete Section 3.4.2 and substitute the following:

3.4.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following Section 3.4.4 to Section 3.4:

3.4.4 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

### 3.6 TAXES

Add Subparagraph 3.6.1 to Section 3.6:

3.6.1 The Owner is exempt from State of Ohio sales and use tax laws and such taxes shall not be included in bid.

### 3.7 PERMITS, FEES, AND NOTICES

Delete Section 3.7.1 and substitute the following:

3.7.1 The Owner shall pay for the general building permit and all utility tap fees. The Contractor shall secure and pay for other permits, fees, and licenses necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall secure and arrange for all necessary utility connections.

### 3.8 ALLOWANCES

Delete semicolon at end of Section 3.8.2.2 and add the following:

, except that if installation is included as part of an allowance in Divisions 1-33 of the Specifications, the installation and labor cost for greater or lesser quantities of Work shall be determined in accordance with Subparagraph 7.3.6;

### 3.9 SUPERINTENDENT

Delete Section 3.9.1 and substitute the following:

3.9.1 The Contractor shall employ a superintendent or an assistant to the superintendent who is responsible for coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other Work and shall supervise will perform as a coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading, interpreting and the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site.

Add the following Sections to 3.9.1:

3.9.1.1 The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed superintendent, including references, to the Architect within ten (10) days of the Notice to Proceed.

3.9.1.2 The Owner reserves the right to reject the Contractor's proposed superintendent. Failure of the Architect to notify the Contractor within 30 days of receipt of the required information shall constitute notice that the Owner has no objection.

3.9.1.3 Should the Owner reject the Contractor's superintendent, the Contractor shall replace the superintendent at no additional cost.

3.9.1.4 The Contractor shall not change the Contractor's superintendent without written approval of the Owner.

3.9.1.5 If the Contractor proposes to change the Contractor's superintendent, the Contractor shall submit to the Architect a written justification for the change, along with the name and qualifications of the individual whom the Contractor proposes to be the new superintendent.

#### 4.1 ARCHITECT

No Changes.

#### ARTICLE 5 – SUBCONTRACTORS

Delete Section 5.2.1, 5.2.2 and 5.2.3 and substitute the following:

5.2.1 Not later than 30 days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing Subcontractor.

#### ARTICLE 6 - CONSTRUCTION BY OWNER OF BY SEPARATE CONTRACT

No changes.

#### ARTICLE 7 - CHANGES IN THE WORK

##### 7.1 GENERAL

Add the following Section 7.1.4 to Section 7.1:

7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.

- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 10 percent of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor's subcontractors, 5 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in a manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500. be approved without such itemization.

#### ARTICLE 8 - TIME

No changes.

#### ARTICLE 9 - PAYMENTS AND COMPLETION

##### 9.2 SCHEDULE OF VALUES

Add the following sentence to Section 9.2:

The form of Schedule of Values shall be that each major item of Work and each subcontracted item of Work is shown as a single line item on a current AIA Document G703 - 1992, Certificate of Payment, Continuation Sheet.

##### 9.3 APPLICATIONS FOR PAYMENT

To Subparagraph 9.3.1 add the following sentence:

The form of application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702 -1992, Application and Certification for Payment, supported by a current authorized edition of AIA Document G703 - 1992, Continuation Sheet.

#### ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

No changes.

#### ARTICLE 11 - INSURANCE AND BONDS

To Section 11.1.1, add the following:

11.1.1.1 As part of its proposal, each Bidder shall submit evidence of the following insurance coverage, and if awarded the contract, shall always during the term of the contract maintain such insurance. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best

Company or equivalent. The successful Bidder shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Owner, evidencing the required insurances upon execution of the contract.

1. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
2. Statutory unemployment insurance protection for all its employees.
3. The successful Bidder will name Harrison Township as additional insured on all policies, and all policies will contain a clause stating the coverage will be primary and noncontributor as respect to all work being performed for Harrison Township.
4. The successful Bidder will provide the Owner with no less than thirty days' written notice if the Bidder's insurance will be cancelled, non-renewed, or has any material changes in coverage.

#### ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

No change.

#### ARTICLE 13 - MISCELLANEOUS PROVISIONS

To Article 13 add the following Section 13.6:

##### 13.6 MECHANICS LIEN LAW

13.6.1 The Owner and all Contractors will comply with the regulations and requirements of Chapter 1311 of the Ohio Revised Code. Prior to the start of construction, the Owner will file a Notice of Commencement (NOC) with the county recorder where the project is located. A copy of the NOC will be posted on the job site and copies will be given to the Original Contractors, who, in turn, must provide copies to its Subcontractors, lower tier Subcontractors, suppliers and materialmen.

#### ARTICLE 14 - TERMINATION OR SUSPENSION OF CONTRACT

No changes.



**DOCUMENT 00 8300 - WAGE DETERMINATION**

Wages to be paid for a legal day's work to laborers, mechanics, and supervisory employees engaged in work under the project shall not be less than the respective current prevailing rates predetermined for Montgomery County, Ohio, by the Ohio Division of Commerce Bureau of Wage and Hour Administration.

The following pages contain the current (as of printing of this project manual) Ohio's prevailing wage rates established pursuant to that law for Montgomery County as determined by the Ohio Division of Commerce's Bureau of Wage and Hour Administration. Contractors are required to stay current with any wage rate changes that may occur during the course of this project.

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# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Asbestos Local 207

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Asbestos Worker

**Effective Date:**  
8/6/2025

**Effective Date:**  
8/6/2025

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

**(\*)Special Calculation Note :**

Other: Drug Testing

**Ratio :**

3 Journeymen to 1 Trainee

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

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

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

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

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

**Details :**

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

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

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

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Asbestos Local 50 Heat & Frost Insulators

**Type of Rate:** Commercial

**Change #:**  
LCN02-2025ib

**Craft:**  
Asbestos Worker

**Effective Date:**  
7/30/2025

**Effective Date:**  
7/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Mechanic	\$40.56		\$9.55	\$9.60	\$0.55	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$65.01	\$85.29
Firestop Technician	\$40.56		\$9.55	\$9.60	\$0.55	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$65.01	\$85.29
Apprentice	BHR	Percent										
1st year	\$25.81	\$63.63	\$9.55	\$4.52	\$0.50	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$40.88	\$53.78
2nd year	\$30.11	\$74.23	\$9.55	\$4.52	\$0.50	\$0.00	\$0.85	\$0.00	\$0.00	\$0.00	\$45.53	\$60.59
3rd year	\$34.41	\$84.83	\$9.55	\$6.76	\$0.50	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.47	\$69.67
4th year	\$36.56	\$90.13	\$9.55	\$6.76	\$0.50	\$0.00	\$1.50	\$0.00	\$0.00	\$0.00	\$54.87	\$73.15

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeymen to 1 Apprentice  
4 Journeymen to 1 Apprentice thereafter

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Athens, Auglaize, Butler\*, Champaign, Clark, Clinton, Crawford, Darke, Delaware, Fairfield, Fayette, Franklin, Greene, Guernsey, Hardin, Hocking, Knox, Licking, Logan, Madison, Marion, Miami, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Preble, Ross, Shelby, Union, Vinton, Warren\*

**Special Jurisdictional Note :**

Butler County: Townships of Lemon and Madison.  
Warren County: Township of Clear Creek, Franklin, Massie, Turtle Creek and Wayne

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Boilermaker Local 105

Type of Rate: Commercial

Change #:  
LCN02-2013fb

Craft:  
Boilermaker

Effective Date:  
10/1/2013

Effective Date:  
10/1/2013

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	\$35.26		\$7.07	\$13.28	\$0.89	\$0.00	\$3.00	\$0.55	\$0.00	\$0.00	\$60.05	\$77.68
Apprentice	BHR	Percent										
1st 6 months	\$24.69	\$70.03	\$7.07	\$11.30	\$0.89	\$0.00	\$2.10	\$0.55	\$0.00	\$0.00	\$46.60	\$58.95
2nd 6 months	\$26.45	\$75.02	\$7.07	\$11.30	\$0.89	\$0.00	\$2.25	\$0.55	\$0.00	\$0.00	\$48.51	\$61.74
3rd 6 months	\$28.21	\$80.00	\$7.07	\$11.30	\$0.89	\$0.00	\$2.40	\$0.55	\$0.00	\$0.00	\$50.42	\$64.52
4th 6 months	\$29.98	\$85.02	\$7.07	\$11.30	\$0.89	\$0.00	\$2.55	\$0.55	\$0.00	\$0.00	\$52.34	\$67.33
5th 6 months	\$30.86	\$87.52	\$7.07	\$13.28	\$0.89	\$0.00	\$2.63	\$0.55	\$0.00	\$0.00	\$55.28	\$70.71
6th 6 months	\$31.74	\$90.03	\$7.07	\$13.28	\$0.89	\$0.00	\$2.70	\$0.55	\$0.00	\$0.00	\$56.23	\$72.11
7th 6 months	\$32.62	\$92.50	\$7.07	\$13.28	\$0.89	\$0.00	\$2.78	\$0.55	\$0.00	\$0.00	\$57.19	\$73.49
8th 6 months	\$33.50	\$95.00	\$7.07	\$13.28	\$0.89	\$0.00	\$2.85	\$0.55	\$0.00	\$0.00	\$58.14	\$74.89

**(\*)Special Calculation Note :**

Other is Supplemental Health and Welfare

**Ratio :**

5 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Adams, Athens, Brown, Butler, Champaign, Clark, Clermont, Clinton, Fairfield, Fayette, Franklin, Gallia, Greene, Guernsey, Hamilton, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Meigs, Miami, Montgomery, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Preble, Ross, Scioto, Vinton, Warren

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Bricklayer Local 23 (Dayton Tile Finisher)

**Type of Rate:** Commercial

**Change #:**  
LCN01-2024ib

**Craft:**  
Bricklayer

**Effective Date:**  
7/1/2024

**Effective Date:**  
7/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Terrazzo Finisher	\$27.78		\$3.70	\$6.86	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.83	\$52.72
Base Machine	\$28.28		\$3.70	\$6.86	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.33	\$53.47
Apprentice	BHR	Percent										
1st 6 months 0-600 hrs	\$16.67	\$60.00	\$3.70	\$0.00	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.86	\$29.19
2nd 6 months 601-1200 hrs	\$18.06	\$65.00	\$3.70	\$0.00	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.25	\$31.28
3rd 6 months 1201-1800 hrs	\$19.45	\$70.00	\$3.70	\$6.86	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.50	\$40.22
4th 6 months 1801-2400	\$20.84	\$75.02	\$3.70	\$6.86	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.89	\$42.31
5th 6 months 2401-3000 hrs	\$22.22	\$80.00	\$3.70	\$6.86	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.27	\$44.39
6th 6 months 3001-3600 hrs	\$25.00	\$90.00	\$3.70	\$6.86	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.05	\$48.55
TMT Helper - May enter Apprentice Program after 90 day completion	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
First 90 Days	\$12.50	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.50	\$18.75

## (\*)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. \*\*\*Medical Savings Account\*\*\*: The Medical Savings Account can only be deducted providing employee shows proof voluntary enrollment in the program. Minimum contribution of \$1.00 per hour worked with no maximum.

**Ratio :**

1 Journeyman 1 Apprentice 5 Journeyman 1 Apprentice 10 Journeyman 2 Apprentice 15 Journeyman 3 Apprentice 20  
Journeyman 4 Apprentice 25 Journeyman 5 Apprentice 8 Employees 1 Helper

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Auglaize, Champaign, Clark, Clinton, Darke, Greene, Hardin, Highland, Logan, Mercer, Miami, Montgomery, Preble\*,  
Shelby

**Special Jurisdictional Note :**

In Preble County the following townships are included: (Jackson, Monroe, Harrison, Twin and Washington)

**Details :**

Tile Layer Finishers shall do mixing of mortars & adhesives, cleaning & grouting of tile, unloading of all trucks, unpacking & handling of all tile & materials such as sand, lime, cement, tile, & all types of tile panels, prefabricated on job site.  
Marble Setter Finishers shall do all cleaning, waxing & polishing, grouting and pointing.



# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Bricklayer Local 23 (Dayton Tile Mechanic)

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Bricklayer

**Effective Date:**  
7/1/2025

**Effective Date:**  
7/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Terrazzo Mechanics	\$33.34		\$9.42	\$6.99	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.35	\$67.02
Terrazzo Worker	\$33.34		\$9.42	\$6.99	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.35	\$67.02
Apprentice	BHR	Percent										
1st 6 Months	\$20.00	\$60.00	\$9.42	\$0.00	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.02	\$40.03
2nd 6 Months	\$21.67	\$65.00	\$9.42	\$0.00	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.69	\$42.53
3rd 6 Months	\$23.34	\$70.00	\$9.42	\$6.99	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.35	\$52.02
4th 6 Months	\$25.01	\$75.00	\$9.42	\$6.99	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.02	\$54.52
5th 6 months	\$26.67	\$80.00	\$9.42	\$6.99	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.68	\$57.02
6th 6 months	\$28.34	\$85.00	\$9.42	\$6.99	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.35	\$59.52
7th 6 months	\$30.01	\$90.00	\$9.42	\$6.99	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.02	\$62.02
8th 6 months	\$31.67	\$95.00	\$9.42	\$6.99	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.68	\$64.52

**(\*)Special Calculation Note :**

**Ratio :**

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

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign, Clark, Clinton, Darke, Greene, Highland, Logan, Miami, Montgomery, Preble\*, Shelby

**Special Jurisdictional Note :**

In Preble County the following townships are included: (Jackson, Jefferson, Monroe, Harrison, Twin and Washington)

**Details :**

**\*\* (Tile layers work)** the laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces & decorative inserts together with any marble plinths, thresholds or window stools used in connection with any tile work. the building, shaping forming construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, & the setting & preparing of all material such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper, safe construction & completion of such work: except that a mantel made exclusively of brick, marble or stone shall be conceded to be bricklayers, marble setters or stonemasons' work respectively. **\*\* Marble, mosaic, venetian enamel & terrazzo.** Cutting and assembling of mosaics. all rolling of terrazzo work. **\*\* Caulking** of all expansion, perimeter & angle joints shall be the exclusive work of the tile mechanic. **\*\* Marble masons** shall consist of carving, cutting & setting of all marble, slate (including blackboards) stone, albereen, carrara, sanionyx, vitrolite & similar opaque glass, scagliola, what ever thickness or dimension.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Dayton)

Type of Rate: Commercial

Change #:  
LCN01-2025ib

Craft:  
Bricklayer

Effective Date:  
6/1/2025

Effective Date:  
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Stone Mason Refractory	\$34.58		\$10.40	\$7.79	\$0.64	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$53.91	\$71.20
Pointer/Caulker/Cleaner	\$34.58		\$10.40	\$7.79	\$0.64	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$53.91	\$71.20
Improver Apprentices 25 day probationary period then	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st 6 months	\$22.48		\$10.40	\$0.00	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$33.92	\$45.16
2nd 6 months	\$25.94		\$10.40	\$0.00	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$37.38	\$50.35
3rd 6 months	\$29.39		\$10.40	\$6.49	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$47.32	\$62.02
4th 6 months	\$32.85		\$10.40	\$6.49	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$50.78	\$67.21
Apprentice	BHR	Percent										
1st 6 months	\$20.75	\$60.00	\$10.40	\$0.00	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$32.19	\$42.56
2nd 6 months	\$22.48	\$65.00	\$10.40	\$0.00	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$33.92	\$45.16
3rd 6 months	\$24.21	\$70.00	\$10.40	\$6.49	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$42.14	\$54.24
4th 6 months	\$25.94	\$75.00	\$10.40	\$6.49	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$43.87	\$56.83
5th 6 months	\$27.66	\$80.00	\$10.40	\$6.49	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.59	\$59.43
6th 6 months	\$29.39	\$85.00	\$10.40	\$6.49	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$47.32	\$62.02
7th 6 months	\$31.12	\$90.00	\$10.40	\$6.49	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$49.05	\$64.61
8th 6 months	\$32.85	\$95.00	\$10.40	\$6.49	\$0.54	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$50.78	\$67.21
Mason Trainee 1-90 Days	\$15.56	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$16.06	\$23.84
91-365 Days	\$15.56	\$45.00	\$10.40	\$0.00	\$0.00	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$26.46	\$34.24
2nd Year	\$17.29	\$50.00	\$10.40	\$0.00	\$0.00	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$28.19	\$36.84

(\*)Special Calculation Note :

Apprentice and Apprentice Improver, Health and Welfare after 30 days. Mason Trainees Health and Welfare after 90 days.

**Ratio :**

Bricklayer Stone Mason Refractory Worker: 1-2 Journeymen to 1 Apprentice 3-4 Journeymen to 2 Apprentice 5-6 Journeymen to 2 Apprentice 7-10 Journeymen to 3 Apprentice Mason Trainee Ratio: 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Mason Trainee 3 Apprentice permits 2 Mason Trainee 4 Apprentice permits 2 Mason Trainee \*\*\*In order to utilize a Pre-Apprentice, you must have 1 registered apprentice in your employ\*\*\*. Ratio of Improver Apprentices to Journeymen in no case shall their be no more than 1 Improver Apprentice to 6 Journeymen

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign, Clark, Clinton, Darke, Greene, Highland, Logan, Miami, Montgomery, Preble\*, Shelby

**Special Jurisdictional Note :**

In Preble County the following townships are included: Jackson, Monroe, Harrison, Twin, Jefferson and Washington

**Details :**

Apprentice Ratio's covers: Bricklayer, Stone Mason, Refractory worker and Pointer, Cleaner, Caulker.

# Prevailing Wage Rate Skilled Crafts

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

**Type of Rate:** Commercial

**Change #:**  
LCN01-2024ib

**Craft:**  
Bricklayer

**Effective Date:**  
6/5/2024

**Effective Date:**  
6/5/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$33.39		\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.45	\$70.15
Apprentice	BHR	Percent										
1st year	\$23.37	\$70.00	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.43	\$55.12
2nd year	\$26.71	\$80.00	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.77	\$60.13
3rd year	\$30.05	\$90.00	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.11	\$65.14

**(\*)Special Calculation Note :**

NOT FOR BUILDING CONSTRUCTION.

**Ratio :**

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

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

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

**Type of Rate:** Commercial

**Change #:**  
LCN01-2024ib

**Craft:**  
Bricklayer

**Effective Date:**  
6/5/2024

**Effective Date:**  
6/5/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$34.39		\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.45	\$71.65
Apprentice	BHR	Percent										
1st year	\$24.07	\$70.00	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.13	\$56.17
2nd year	\$27.51	\$80.00	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.57	\$61.33
3rd year	\$30.95	\$90.00	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.01	\$66.49

**(\*)Special Calculation Note :**

NOT FOR BUILDING CONSTRUCTION.

**Ratio :**

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

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Carpenter & Pile Driver SW District HevHwy

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Carpenter

**Effective Date:**  
5/21/2025

**Effective Date:**  
5/21/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Journeyman	\$36.09		\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$59.09	\$77.14
Apprentice	BHR	Percent										
1st 6 Months	\$25.26	\$70.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$48.26	\$60.89
2nd 6 Months	\$25.26	\$70.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$48.26	\$60.89
3rd 6 Months	\$28.87	\$80.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$51.87	\$66.31
4th 6 Months	\$28.87	\$80.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$51.87	\$66.31
5th 6 Months	\$32.48	\$90.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$55.48	\$71.72
6th 6 Months	\$32.48	\$90.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$55.48	\$71.72
7th 6 Months	\$34.29	\$95.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$57.29	\$74.43
8th 6 Months	\$34.29	\$95.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$57.29	\$74.43

**(\*)Special Calculation Note :**

Other is UBC National Fund.

**Ratio :**

1 Journeymen to 1 Apprentice An employer shall have the right to employ one (1) Apprentice for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and 1 (1) Apprentice for two (2) Journeyman Carpenter for additional Apprentices employed. Thereafter, every third additional carpenter hired shall be an apprentice, if available, and if practical for the type of work being performed.

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Greene, Hamilton, Logan, Miami, Montgomery, Preble, Shelby, Warren

**Special Jurisdictional Note :**

**Details :**

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



# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Carpenter & Pile Driver SW Zone 1

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Carpenter

**Effective Date:**  
6/11/2025

**Effective Date:**  
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$33.34		\$9.28	\$6.95	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$54.17	\$70.84
Pile Driver	\$33.34		\$9.28	\$6.95	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$54.17	\$70.84
Apprentice	BHR	Percent										
1st 6 Months	\$23.34	\$70.00	\$9.28	\$2.00	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$39.22	\$50.89
2nd 6 Months	\$23.34	\$70.00	\$9.28	\$2.00	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$39.22	\$50.89
3rd 6 Months	\$26.67	\$80.00	\$9.28	\$5.56	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$46.11	\$59.45
4th 6 Months	\$26.67	\$80.00	\$9.28	\$5.56	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$46.11	\$59.45
5th 6 Months	\$30.01	\$90.00	\$9.28	\$6.26	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$50.15	\$65.15
6th 6 Months	\$30.01	\$90.00	\$9.28	\$6.26	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$50.15	\$65.15
7th 6 Months	\$31.67	\$95.00	\$9.28	\$6.60	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$52.15	\$67.99
8th 6 Months	\$31.67	\$95.00	\$9.28	\$6.60	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$52.15	\$67.99

**(\*)Special Calculation Note :**

Other is for UBC National Fund

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign, Clark, Darke, Greene, Logan, Miami, Montgomery, Preble, Shelby

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Carpenter Locals 2 & 136 Floorlayer SW

**Type of Rate:** Commercial

**Change #:**  
LCN02-2025sks

**Craft:**  
Carpenter

**Effective Date:**  
9/17/2025

**Effective Date:**  
9/17/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	\$31.74		\$9.24	\$6.95	\$0.70	\$0.00	\$3.27	\$0.16	\$0.00	\$0.00	\$52.06	\$67.93
Apprentice	BHR	Percent										
1st 6 months	\$22.22	\$70.00	\$9.24	\$2.00	\$0.70	\$0.00	\$3.27	\$0.16	\$0.00	\$0.00	\$37.59	\$48.70
2nd 6 months	\$22.22	\$70.00	\$9.24	\$2.00	\$0.70	\$0.00	\$3.27	\$0.16	\$0.00	\$0.00	\$37.59	\$48.70
3rd 6 months	\$25.39	\$80.00	\$9.24	\$5.56	\$0.70	\$0.00	\$3.27	\$0.16	\$0.00	\$0.00	\$44.32	\$57.02
4th 6 months	\$25.39	\$80.00	\$9.24	\$5.56	\$0.70	\$0.00	\$3.27	\$0.16	\$0.00	\$0.00	\$44.32	\$57.02
5th 6 months	\$28.57	\$90.00	\$9.24	\$6.26	\$0.70	\$0.00	\$3.27	\$0.16	\$0.00	\$0.00	\$48.20	\$62.48
6th 6 months	\$28.57	\$90.00	\$9.24	\$6.26	\$0.70	\$0.00	\$3.27	\$0.16	\$0.00	\$0.00	\$48.20	\$62.48
7th 6 months	\$30.15	\$95.00	\$9.24	\$6.60	\$0.70	\$0.00	\$3.27	\$0.16	\$0.00	\$0.00	\$50.12	\$65.19
8th 6 months	\$30.15	\$95.00	\$9.24	\$6.60	\$0.70	\$0.00	\$3.27	\$0.16	\$0.00	\$0.00	\$50.12	\$65.19

**(\*)Special Calculation Note :**

Other: UBC National Fund and Install

**Ratio :**

1 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Greene, Hamilton, Logan, Miami, Montgomery, Preble, Shelby, Warren

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Carpenter Millwright Local 1090 SW Zone II

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Carpenter

**Effective Date:**  
9/10/2025

**Effective Date:**  
9/10/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	\$36.42		\$9.18	\$6.95	\$0.72	\$0.00	\$8.24	\$0.19	\$0.00	\$0.00	\$61.70	\$79.91
Apprentice	BHR	Percent										
1st 6 months	\$25.49	\$70.00	\$9.18	\$4.87	\$0.72	\$0.00	\$5.77	\$0.19	\$0.00	\$0.00	\$46.22	\$58.97
2nd 6 months	\$25.49	\$70.00	\$9.18	\$4.87	\$0.72	\$0.00	\$5.77	\$0.19	\$0.00	\$0.00	\$46.22	\$58.97
3rd 6 months	\$29.14	\$80.00	\$9.18	\$5.56	\$0.72	\$0.00	\$6.59	\$0.19	\$0.00	\$0.00	\$51.38	\$65.95
4th 6 months	\$29.14	\$80.00	\$9.18	\$5.56	\$0.72	\$0.00	\$6.59	\$0.19	\$0.00	\$0.00	\$51.38	\$65.95
5th 6 months	\$32.78	\$90.00	\$9.18	\$6.26	\$0.72	\$0.00	\$7.42	\$0.19	\$0.00	\$0.00	\$56.55	\$72.94
6th 6 months	\$32.78	\$90.00	\$9.18	\$6.26	\$0.72	\$0.00	\$7.42	\$0.19	\$0.00	\$0.00	\$56.55	\$72.94
7th 6 months	\$34.60	\$95.00	\$9.18	\$6.60	\$0.72	\$0.00	\$7.83	\$0.19	\$0.00	\$0.00	\$59.12	\$76.42
8th 6 months	\$34.60	\$95.00	\$9.18	\$6.60	\$0.72	\$0.00	\$7.83	\$0.19	\$0.00	\$0.00	\$59.12	\$76.42

**(\*)Special Calculation Note :**

Other (\$0.19) \$0.14 National Fund and \$0.05 for National Millwright Fund.

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign, Clark, Darke, Greene, Logan, Miami, Montgomery, Preble, Shelby

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Cement Mason Local 132 (Dayton)

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Cement Mason

**Effective Date:**  
6/4/2025

**Effective Date:**  
6/4/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$32.71		\$8.65	\$7.35	\$0.85	\$0.00	\$2.35	\$0.07	\$0.00	\$0.00	\$51.98	\$68.34
Apprentice	BHR	Percent										
1st Year	\$22.90	\$70.00	\$8.65	\$7.35	\$0.85	\$0.00	\$2.35	\$0.07	\$0.00	\$0.00	\$42.17	\$53.62
2nd Year	\$26.17	\$80.00	\$8.65	\$7.35	\$0.85	\$0.00	\$2.35	\$0.07	\$0.00	\$0.00	\$45.44	\$58.52
3rd Year	\$29.44	\$90.00	\$8.65	\$7.35	\$0.85	\$0.00	\$2.35	\$0.07	\$0.00	\$0.00	\$48.71	\$63.43

**(\*)Special Calculation Note :**

Other: International Training Fund

**Ratio :**

2 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign, Clark, Clinton, Darke, Greene, Miami, Montgomery, Preble, Shelby

**Special Jurisdictional Note :**

**Details :**

Cement Masons on outrigger, swing or hanging scaffolds, manlifts: \$.75 per hour above scale up to twenty-five (25) feet and \$.75 per hour for each additional twenty-five (25) feet or part of same. A Cement Mason operating a grinder: \$.30 per hour above the journeyman scale.

# Prevailing Wage Rate Skilled Crafts

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

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Cement Mason

**Effective Date:**  
5/1/2025

**Effective Date:**  
5/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$37.24		\$9.00	\$7.65	\$0.75	\$0.00	\$2.45	\$0.07	\$0.00	\$0.00	\$57.16	\$75.78
Apprentice	BHR	Percent										
1st Year	\$26.07	\$70.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.45	\$0.07	\$0.00	\$0.00	\$45.99	\$59.02
2nd Year	\$29.79	\$80.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.45	\$0.07	\$0.00	\$0.00	\$49.71	\$64.61
3rd Year	\$33.52	\$90.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.45	\$0.07	\$0.00	\$0.00	\$53.44	\$70.19

**(\*)Special Calculation Note :**

Other: International Training Fund

**Ratio :**

1 Journeyman to 1 Apprentice 2 Journeymen to 1 Apprentice thereafter

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign, Clark, Clinton, Darke, Greene, Miami, Montgomery, Preble, Shelby

**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 71 DOT Traffic Signal Highway Lighting American Line Builders

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Electrical

**Effective Date:**  
6/4/2025

**Effective Date:**  
6/4/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	\$46.03		\$7.50	\$1.38	\$0.46	\$0.00	\$9.20	\$0.50	\$0.00	\$0.00	\$65.07	\$88.09
Traffic Signal & Lighting Journeyman	\$44.43		\$7.50	\$1.33	\$0.44	\$0.00	\$8.89	\$0.50	\$0.00	\$0.00	\$63.09	\$85.31
Equipment Operator	\$40.44		\$7.50	\$1.21	\$0.40	\$0.00	\$8.09	\$0.50	\$0.00	\$0.00	\$58.14	\$78.36
Groundman 0 to 12 months (W/O CDL)	\$24.52		\$7.50	\$0.74	\$0.25	\$0.00	\$4.90	\$0.50	\$0.00	\$0.00	\$38.41	\$50.67
Groundman 0 to 12 Months (W CDL)	\$26.78		\$7.50	\$0.80	\$0.27	\$0.00	\$5.36	\$0.50	\$0.00	\$0.00	\$41.21	\$54.60
Groundman greater than 1 year (W CDL)	\$29.07		\$7.50	\$0.87	\$0.29	\$0.00	\$5.81	\$0.50	\$0.00	\$0.00	\$44.04	\$58.58
Traffic Apprentice	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st 1000 hrs	\$26.66		\$7.50	\$0.80	\$0.27	\$0.00	\$5.33	\$0.50	\$0.00	\$0.00	\$41.06	\$54.39
2nd 1000 hrs	\$28.88		\$7.50	\$0.87	\$0.29	\$0.00	\$5.78	\$0.50	\$0.00	\$0.00	\$43.82	\$58.26
3rd 1000 hrs	\$31.10		\$7.50	\$0.93	\$0.31	\$0.00	\$6.22	\$0.50	\$0.00	\$0.00	\$46.56	\$62.11
4th 1000 hrs	\$33.32		\$7.50	\$1.00	\$0.33	\$0.00	\$6.66	\$0.50	\$0.00	\$0.00	\$49.31	\$65.97
5th 1000 hrs	\$35.54		\$7.50	\$1.07	\$0.36	\$0.00	\$7.11	\$0.50	\$0.00	\$0.00	\$52.08	\$69.85
6th 1000 hrs	\$39.99		\$7.50	\$1.20	\$0.40	\$0.00	\$8.00	\$0.50	\$0.00	\$0.00	\$57.59	\$77.59
Apprentice	BHR	Percent										
1st 1,000 Hours	\$27.62	\$60.00	\$7.50	\$0.83	\$0.28	\$0.00	\$5.52	\$0.50	\$0.00	\$0.00	\$42.25	\$56.06
2nd 1,000 Hours	\$29.92	\$65.00	\$7.50	\$0.90	\$0.30	\$0.00	\$5.98	\$0.50	\$0.00	\$0.00	\$45.10	\$60.06
3rd 1,000 Hours	\$32.22	\$70.00	\$7.50	\$0.97	\$0.32	\$0.00	\$6.44	\$0.50	\$0.00	\$0.00	\$47.95	\$64.06
4th 1,000 Hours	\$34.52	\$75.00	\$7.50	\$1.04	\$0.35	\$0.00	\$6.90	\$0.50	\$0.00	\$0.00	\$50.81	\$68.07
5th 1,000 Hours	\$36.82	\$80.00	\$7.50	\$1.10	\$0.37	\$0.00	\$7.36	\$0.50	\$0.00	\$0.00	\$53.65	\$72.07



6th 1,000 Hours	\$39.13	\$85.00	\$7.50	\$1.17	\$0.39	\$0.00	\$7.82	\$0.50	\$0.00	\$0.00	\$56.51	\$76.07
7th 1,000 Hours	\$41.43	\$90.00	\$7.50	\$1.24	\$0.41	\$0.00	\$8.28	\$0.50	\$0.00	\$0.00	\$59.36	\$80.07

**(\*)Special Calculation Note :**

Other: Health Reimbursement Account

**Ratio :**

1 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Auglaize, Champaign, Clark, Clinton, Darke, Greene, Logan, Mercer, Miami, Montgomery, Preble, Shelby

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

# 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	\$106.3
Certified Lineman Welder	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Certified Cable Splicer	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Operator A	\$49.20		\$7.50	\$1.48	\$0.49	\$0.00	\$11.81	\$1.00	\$0.00	\$0.00	\$71.48	\$96.08
Operator B	\$43.52		\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97
Operator C	\$34.93		\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.21	\$70.67
Groundman 0-12 months Exp	\$27.47		\$7.50	\$0.82	\$0.27	\$0.00	\$6.59	\$1.00	\$0.00	\$0.00	\$43.65	\$57.38
Groundman 0-12 months Exp w/CDL	\$30.22		\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29
Groundman 1 yr or more	\$30.22		\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29
Groundman 1 yr or more w/CDL	\$35.71		\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$0.00	\$54.21	\$72.06
Equipment Mechanic A	\$43.52		\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97
Equipment Mechanic B	\$39.22		\$7.50	\$1.18	\$0.39	\$0.00	\$9.41	\$1.00	\$0.00	\$0.00	\$58.70	\$78.31
Equipment Mechanic C	\$34.92		\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.20	\$70.66
X-Ray Technician	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Apprentice	BHR	Percent										
1st 1000 hrs	\$32.96	\$60.00	\$7.50	\$0.99	\$0.33	\$0.00	\$7.91	\$1.00	\$0.00	\$0.00	\$50.69	\$67.17
2nd 1000 hrs	\$35.71	\$65.00	\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$0.00	\$54.21	\$72.06
3rd 1000 hrs	\$38.46	\$70.00	\$7.50	\$1.15	\$0.38	\$0.00	\$9.23	\$1.00	\$0.00	\$0.00	\$57.72	\$76.95

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

**(\*)Special Calculation Note :**

Other is Health Reimbursement Account

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater than 25 tons and less than 45 tons).

Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

**Special Notes:**

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

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

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

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside 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	\$101.1
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	\$105.5
Operator A	\$46.61		\$7.50	\$1.40	\$0.47	\$0.00	\$11.19	\$1.00	\$0.00	\$0.00	\$68.17	\$91.47
Operator B	\$41.17		\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Operator C	\$33.00		\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Groundman 0-12 months Exp	\$26.02		\$7.50	\$0.78	\$0.26	\$0.00	\$6.24	\$1.00	\$0.00	\$0.00	\$41.80	\$54.81
Groundman 0-12 months Exp w/CDL	\$28.62		\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more	\$28.62		\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more w/CDL	\$33.82		\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
Equipment Mechanic A	\$41.17		\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Equipment Mechanic B	\$37.09		\$7.50	\$1.11	\$0.37	\$0.00	\$8.90	\$1.00	\$0.00	\$0.00	\$55.97	\$74.52
Equipment Mechanic C	\$33.00		\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Line Truck w/auger	\$36.40		\$7.50	\$1.09	\$0.36	\$0.00	\$8.71	\$1.00	\$0.00	\$0.00	\$55.06	\$73.26
Apprentice	BHR	Percent										
1st 1000 hrs	\$31.22	\$60.00	\$7.50	\$0.94	\$0.31	\$0.00	\$7.49	\$1.00	\$0.00	\$0.00	\$48.46	\$64.07
2nd 1000 hrs	\$33.82	\$65.00	\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
3rd 1000 hrs	\$36.42	\$70.00	\$7.50	\$1.09	\$0.36	\$0.00	\$8.74	\$1.00	\$0.00	\$0.00	\$55.11	\$73.32

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

**(\*)Special Calculation Note :**

Other: Health Reimbursement Account

**Ratio :**

(1) Journeyman Lineman to (1) Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater than 25 tons and less than 45 tons).

Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Electrical Local 71 Underground Residential Distribution

**Type of Rate:** Commercial

**Change #:**  
LCN01-2026ib

**Craft:**  
Electrical

**Effective Date:**  
1/7/2026

**Effective Date:**  
1/7/2026

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

**(\*)Special Calculation Note :**

Other: Health Reimbursement Account

**Ratio :**

(1) Journeyman Lineman to (1) Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Type of Rate: Commercial

Change #:  
LCN02-2024ib

Craft:  
Electrical

Effective Date:  
3/6/2024

Effective Date:  
3/6/2024

	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:** Electrical Local 82 Inside

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Electrical

**Effective Date:**  
12/10/2025

**Effective Date:**  
12/10/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$39.40		\$8.35	\$10.23	\$0.67	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$62.95	\$82.65
Apprentice	BHR	Percent										
1st Period 0-1000 hrs	\$18.12	\$46.00	\$4.78	\$0.74	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.95	\$33.01
2nd Period 1001-2000 hrs	\$18.12	\$46.00	\$4.78	\$0.74	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.95	\$33.01
3rd Period 2001-3500 hrs	\$19.70	\$50.00	\$7.73	\$5.12	\$0.33	\$0.00	\$2.15	\$0.00	\$0.00	\$0.00	\$35.03	\$44.88
4th Period 3501-5000 hrs	\$20.49	\$52.00	\$7.75	\$5.32	\$0.35	\$0.00	\$2.24	\$0.00	\$0.00	\$0.00	\$36.15	\$46.39
5th Period 5001-6500 hrs	\$24.43	\$62.00	\$7.88	\$6.34	\$0.42	\$0.00	\$2.67	\$0.00	\$0.00	\$0.00	\$41.74	\$53.95
6th Period 6501-8000 hrs	\$30.34	\$77.00	\$8.06	\$7.88	\$0.52	\$0.00	\$3.31	\$0.00	\$0.00	\$0.00	\$50.11	\$65.28

**(\*)Special Calculation Note :**

**Ratio :**

1-3 Journeymen to 4 Apprentices  
4-6 Journeymen to 8 Apprentices  
7-9 Journeymen to 12 Apprentices

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Clinton, Darke, Greene, Miami, Montgomery, Preble, Warren\*

**Special Jurisdictional Note :**

The following townships in Warren County are included: Clearcreek, Franklin and Wayne

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Electrical Local 82 Inside Lt Commercial South West

**Type of Rate:** Commercial

**Change #:**  
LCN01-2024ib

**Craft:**  
Electrical

**Effective Date:**  
10/30/2024

**Effective Date:**  
10/30/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$36.00		\$7.55	\$8.75	\$0.61	\$0.00	\$4.00	\$1.08	\$0.00	\$0.00	\$57.99	\$75.99
CE-3 10,001-12,000	\$27.05		\$6.67	\$0.81	\$0.87	\$0.00	\$0.81	\$0.00	\$0.00	\$0.10	\$36.31	\$49.84
CE-2 9,001-10,000 Hrs	\$21.64		\$6.67	\$0.65	\$0.87	\$0.00	\$0.65	\$0.00	\$0.00	\$0.10	\$30.58	\$41.40
CE-1 8,001-9,000 Hrs	\$19.83		\$6.67	\$0.59	\$0.87	\$0.00	\$0.59	\$0.00	\$0.00	\$0.10	\$28.65	\$38.57
CW-4 6,001-8,000 Hrs	\$18.03		\$6.67	\$0.54	\$0.87	\$0.00	\$0.54	\$0.00	\$0.00	\$0.10	\$26.75	\$35.77
CW-3 4,001-6,000 Hrs	\$16.23		\$6.67	\$0.49	\$0.87	\$0.00	\$0.49	\$0.00	\$0.00	\$0.10	\$24.85	\$32.97
CW-2 2,001-4,000 Hrs	\$15.33		\$6.67	\$0.46	\$0.87	\$0.00	\$0.46	\$0.00	\$0.00	\$0.10	\$23.89	\$31.56
CW-1 0-2,000 Hrs	\$14.42		\$6.67	\$0.43	\$0.87	\$0.00	\$0.43	\$0.00	\$0.00	\$0.10	\$22.92	\$30.13
Apprentice	BHR	Percent										
1st period 0 - 1000 hrs	\$16.56	\$46.00	\$4.18	\$0.70	\$0.28	\$0.00	\$0.00	\$0.50	\$0.00	\$0.00	\$22.22	\$30.50
2nd period 1001-2000 hrs	\$16.56	\$46.00	\$4.18	\$0.70	\$0.28	\$0.00	\$0.00	\$0.50	\$0.00	\$0.00	\$22.22	\$30.50
3rd period 2001-3500 hrs	\$18.00	\$50.00	\$7.05	\$4.38	\$0.31	\$0.00	\$2.00	\$0.54	\$0.00	\$0.00	\$32.28	\$41.28
4th period 3501-5000 hrs	\$18.72	\$52.00	\$7.07	\$4.55	\$0.32	\$0.00	\$2.08	\$0.56	\$0.00	\$0.00	\$33.30	\$42.66
5th period 5001-6500 hrs	\$22.32	\$62.00	\$7.17	\$5.43	\$0.38	\$0.00	\$2.48	\$0.67	\$0.00	\$0.00	\$38.45	\$49.61
6th period 6501-8000 hrs	\$27.72	\$77.00	\$7.32	\$6.64	\$0.47	\$0.00	\$3.08	\$0.83	\$0.00	\$0.00	\$46.06	\$59.92

**(\*)Special Calculation Note :**

Other: National Electrical Benefit Fund Misc: Administrative Fees

**Ratio :**

1 to 3 Journeymen to 4 Apprentices 4 to 6 Journeymen to 8 Apprentices Construction Electrician and Construction Wireman Ratio There shall be a minimum ratio of one inside Journeyman to every (4) employees of different classification per jobsite. An inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Clinton, Darke, Greene, Miami, Montgomery, Preble, Warren\*

**Special Jurisdictional Note :**

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

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Electrical Local 82 Lightning Rod

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Electrical

**Effective Date:**  
12/10/2025

**Effective Date:**  
12/10/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lightning Rod Technician	\$37.34		\$8.35	\$9.05	\$0.00	\$0.00	\$4.05	\$0.00	\$0.00	\$0.00	\$58.79	\$77.46
Apprentice	BHR	Percent										
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

**(\*)Special Calculation Note :**

No Apprentice approved by OSAC.

**Ratio :**

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Clinton, Darke, Greene, Miami, Montgomery, Preble, Warren\*

**Special Jurisdictional Note :**

The following townships in Warren County are included: Clearcreek, Franklin and Wayne

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Electrical Local 82 Voice Data Video

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Electrical

**Effective Date:**  
12/10/2025

**Effective Date:**  
12/10/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician A	\$29.20		\$7.60	\$9.13	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.48	\$61.08
Cable Puller	\$16.06		\$4.20	\$0.48	\$0.31	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$21.30	\$29.33
Apprentice	BHR	Percent										
1st 0-1000 hours	\$17.52	\$60.00	\$4.50	\$5.48	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.83	\$36.59
2nd 1001-2000 hours	\$17.52	\$60.00	\$4.50	\$5.48	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.83	\$36.59
3rd 2001-3000 hours	\$18.98	\$65.00	\$7.43	\$5.93	\$0.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.70	\$42.19
4th 3001-4000 hours	\$18.98	\$65.00	\$7.43	\$5.93	\$0.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.70	\$42.19
5th 4001-5000 hours	\$20.44	\$70.00	\$7.45	\$6.39	\$0.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.67	\$44.89
6th 5001-6000 hours	\$21.90	\$75.00	\$7.48	\$6.85	\$0.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.65	\$47.60
7th 6001-7000 hours	\$23.36	\$80.00	\$7.50	\$7.30	\$0.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.60	\$50.28
8th 7001 hours	\$24.82	\$85.00	\$7.53	\$7.75	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.57	\$52.98

**(\*)Special Calculation Note :**

**Ratio :**

1-3 Journeymen to 3 Apprentices  
4-6 Journeymen to 6 Apprentices  
7-9 Journeymen to 9 Apprentices

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Clinton, Darke, Greene, Miami, Montgomery, Preble, Warren\*

**Special Jurisdictional Note :**

The following townships in Warren County are included: Clearcreek, Franklin and Wayne

**Details :**

Work covered but not limited to: installation which utilize transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multimedia, multiplex, nurse call system, radio page, school intercom, sound and low voltage master clock systems.

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

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 11

Type of Rate: Commercial

Change #:  
LCN01-2025ib

Craft:  
Elevator

Effective Date:  
1/29/2025

Effective Date:  
1/29/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	\$57.41		\$16.27	\$10.96	\$0.80	\$4.59	\$10.40	\$2.16	\$0.00	\$0.00	\$102.59	\$131.3
Apprentice	BHR	Percent										
Probationary Apprentice	\$28.71	\$50.01	\$0.00	\$0.00	\$0.00	\$1.72	\$0.00	\$0.00	\$0.00	\$0.00	\$30.43	\$44.79
1st year	\$31.58	\$55.00	\$16.27	\$10.96	\$0.80	\$1.89	\$10.40	\$1.32	\$0.00	\$0.00	\$73.22	\$89.00
2nd year	\$37.32	\$65.00	\$16.27	\$10.96	\$0.80	\$2.24	\$10.40	\$1.56	\$0.00	\$0.00	\$79.55	\$98.20
3rd year	\$40.19	\$70.00	\$16.27	\$10.96	\$0.80	\$2.41	\$10.40	\$1.68	\$0.00	\$0.00	\$82.71	\$102.8
4th year	\$45.93	\$80.00	\$16.27	\$10.96	\$0.80	\$2.76	\$10.40	\$1.92	\$0.00	\$0.00	\$89.04	\$112.0
Helper	\$40.19	\$70.00	\$16.27	\$10.96	\$0.80	\$3.22	\$10.40	\$1.68	\$0.00	\$0.00	\$83.52	\$103.6
Assistant Mechanic	\$45.93	\$80.00	\$16.27	\$10.96	\$0.80	\$3.67	\$10.40	\$1.92	\$0.00	\$0.00	\$89.95	\$112.9

(\*)Special Calculation Note :

Other: Holiday Pay

Ratio :

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

Jurisdiction ( \* denotes special jurisdictional note ) :

Adams, Brown, Butler, Clermont, Clinton, Darke, Greene, Hamilton, Highland, Miami, Montgomery, Preble, Scioto, Shelby, Warren

Special Jurisdictional Note :

Details :



# Prevailing Wage Rate Skilled Crafts

Name of Union: Glazier Local 387

Type of Rate: Commercial

Change #:  
LCN01-2025ib

Craft:  
Glazier

Effective Date:  
11/19/2025

Effective Date:  
11/19/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	\$35.85		\$6.80	\$12.30	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.40	\$73.33
Apprentice	BHR	Percent										
1st Year	\$23.30	\$65.00	\$6.80	\$8.85	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.40	\$51.05
2nd Year	\$26.89	\$75.00	\$6.80	\$9.84	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.98	\$57.42
3rd Year	\$30.47	\$85.00	\$6.80	\$10.82	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.54	\$63.77
4th Year	\$34.06	\$95.00	\$6.80	\$11.81	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.12	\$70.15

## (\*)Special Calculation Note :

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

## Ratio :

1 Journeyman to 1 Apprentice

## Jurisdiction ( \* denotes special jurisdictional note ) :

Adams, Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Fayette\*, Greene, Hamilton, Highland, Miami, Montgomery, Preble, Warren

## Special Jurisdictional Note :

Fayette County: Eastern portion of route #41 being the dividing line between locals 372 and 387. Local 387 has jurisdiction of projects built on property which borders route #41 East.

## Details :

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Ironworker Local 290

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Ironworker

**Effective Date:**  
6/11/2025

**Effective Date:**  
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker Structural	\$37.39		\$9.50	\$9.50	\$0.85	\$0.00	\$5.50	\$0.00	\$0.00	\$0.00	\$62.74	\$81.44
Welder	\$37.39		\$9.50	\$9.50	\$0.85	\$0.00	\$5.50	\$0.00	\$0.00	\$0.00	\$62.74	\$81.44
Fence Erector	\$37.39		\$9.50	\$9.50	\$0.85	\$0.00	\$5.50	\$0.00	\$0.00	\$0.00	\$62.74	\$81.44
Reinforcing Rods	\$37.39		\$9.50	\$9.50	\$0.85	\$0.00	\$5.50	\$0.00	\$0.00	\$0.00	\$62.74	\$81.44
Machinery Mover	\$37.39		\$9.50	\$9.50	\$0.85	\$0.00	\$5.50	\$0.00	\$0.00	\$0.00	\$62.74	\$81.44
Sheeter	\$37.39		\$9.50	\$9.50	\$0.85	\$0.00	\$5.50	\$0.00	\$0.00	\$0.00	\$62.74	\$81.44
Metal Building Erector	\$37.39		\$9.50	\$9.50	\$0.85	\$0.00	\$5.50	\$0.00	\$0.00	\$0.00	\$62.74	\$81.44
Rigger & Erector	\$37.39		\$9.50	\$9.50	\$0.85	\$0.00	\$5.50	\$0.00	\$0.00	\$0.00	\$62.74	\$81.44
Apprentice	BHR	Percent										
1st Year	\$23.93	\$64.00	\$9.50	\$9.50	\$0.85	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$47.78	\$59.74
2nd Year	\$27.67	\$74.00	\$9.50	\$9.50	\$0.85	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$51.52	\$65.35
3rd Year	\$31.41	\$84.00	\$9.50	\$9.50	\$0.85	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$55.26	\$70.96
4th Year	\$35.15	\$94.00	\$9.50	\$9.50	\$0.85	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$59.00	\$76.57

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Allen\*, Auglaize, Butler\*, Champaign\*, Clark\*, Clinton, Darke, Fayette\*, Greene, Hardin\*, Highland\*, Logan\*, Madison\*, Mercer\*, Miami, Montgomery, Preble, Shelby, Van Wert\*, Warren\*

**Special Jurisdictional Note :**

Allen County Twps included are: Auglaize, Perry, Shawnee, Amanda, Spencer, Marion, Sugar Creek, American, Bath, Jackson. Butler County Twps included are: Milford, Wayne, Madison, Lemon. Champaign County Twps included are: Union, Urbana, Jackson, Concord, Salem, Mad River, Johnson, Harrison, Adams. Clark County Twps included are: Bethel, German, Green, Mad River, Moorefield, Pike, Springfield and portions of Harmony, Madison, and Pleasant. Fayette County Twps included are: Green, Jasper, Concord, Jefferson. Hardin County Twps included are: Round Head, Marion, Liberty. Highland County Twps included are: Fairfield, Penn, Union, Marshall, Liberty, Paint, Brush Creek. Logan County Twps included are: Richland, Stokes, Bloomfield, Washington, Harrison, McArthur, Lake, Liberty, Pleasant, Miami. Madison County Twps included are: Stokes. Mercer County Twps included are: Dublin, Washington, Jefferson, Recovery, Gibson, Union, Liberty, Butler, Granville, Center, Hopewell, Franklin, Marion. VanWert County Twps included are: Jennings. Warren County Twps included are: Franklin, Clear Creek, Turtle Creek, Wayne, Massie, Washington, Salem, Union.

#### **Details :**

Structural Iron Work but not limited to: field fabrication, all loading to and including the erecting, rigging, assembly, dismantling, placing, temporary and permanent securing by any means of all structural iron, steel, ornamental lead, bronze, brass, copper, aluminum, glass all ferrous and non ferrous metal and composite material, precast prestressed and post-stressed concrete structures. Bridges and bridge rails, bridge viaducts, bucks bulkheads, bumper and bumper post, canopies and unistrut canopies, corrugated ferrous and non ferrous sheets when attached to steel frames, columns, beams, bar-joists, trusses, grinders, roof decking, electrical supports, elevator cars, elevator fronts and enclosures, erection of steel towers, flag poles, gymnasium equipment, stadium and arena seating, jail cell work, jail cell beds, benches, bunks, chairs, tables, mirrors, jail cell access doors, rigging and installation of machinery and equipment (erecting, aligning, anchoring and dismantling, erection and dismantling of tower cranes, derrick monorail systems, Chicago booms, overhead cranes, gantries, material and personnel hoists, tanks, hoppers and conveyors. All pre-engineered metal buildings and their entirety including siding, roofing, gutters, downspouts and erection of all. Ornamental Iron Work but not limited to: all work in connection with field fabrication, handling including loading/off loading, sorting, cutting, fastening, anchoring, bending, hoisting, placing, burning, welding, and tying, dismantling of all materials used in miscellaneous iron or steel, for stairs, hand railings, rolling doors, rolling gates, rolling shutters, fence, windows, curtain wall, erection and welding of all metal, sash, architectural and ornamental treatments, but not necessarily limited to all sizes and types of ornamental, steel iron, lead, bronze, brass, copper, aluminum, all ferrous and non ferrous metals and composite materials. Fence Erector Iron Worker but not limited to: All work in connection with the field fabrication and erection of chain link fence, which includes but not limited to the loading and of the fence fabric and posts also the installation of the above. Reinforcing Iron Worker but not limited to: work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all materials used to reinforce concrete construction, except loading and unloading by hand. Re-aligning of the reinforced iron, wire mesh placing, bricking, pulling and similar reinforcing materials, placing steel dowels, as well as re-fasten. Reinforcing steel and wire mesh in roadways and sidewalks in connection with building construction. Also, erection and fabrication of pre-connection with building construction, also erection and fabrication of pre-stressed and precast joists, beams, columns, slabs; walls, roofs, tanks, manholes, trenches and covers. Handling of "J" or jack bars on slip forms. Metal decking similar to "corruform" when used for floor forms over metal or concrete supports either welded or clipped. Post tension, all loading and unloading, hoisting, placing and tying of all post tensioning cables. Placing and tying of all duct work in bonded post tension. All of the wrecking of cones, wedging of the tendons, stressing, cutting, repairing and grouting of bonded post tension.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Hwy 3

Type of Rate: Commercial

Change #:  
LCN02-2025ib

Craft:  
Laborer

Effective Date:  
6/11/2025

Effective Date:  
6/11/2025

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

## (\*)Special Calculation Note :

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

## Ratio :

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice thereafter

## Jurisdiction ( \* denotes special jurisdictional note ) :

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

## Special Jurisdictional Note :

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

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Labor Local 1410 Building

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Laborer

**Effective Date:**  
5/7/2025

**Effective Date:**  
5/7/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$32.40		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$46.95	\$63.15
Group 2	\$33.00		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.55	\$64.05
Group 3	\$33.50		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.05	\$64.80
Apprentice	BHR	Percent										
Building Laborer 1-1000 hrs	\$25.92	\$80.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$40.47	\$53.43
1001-2000	\$27.54	\$85.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$42.09	\$55.86
2001-3000	\$29.16	\$90.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$43.71	\$58.29
3001-4000	\$30.78	\$95.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$45.33	\$60.72
More than 4000 hrs	\$32.40	\$100.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$46.95	\$63.15

**(\*)Special Calculation Note :**

\$0.10 LECET is for Labor Management.

**Ratio :**

1 Journeymen to 1 Apprentice 4 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign, Clark, Darke, Greene, Logan, Miami, Montgomery, Preble

**Special Jurisdictional Note :**

**Details :**

Group 1 Building & Construction Laborer, Railroad Laborer, Asbestos & Hazardous Waste (Levels A,B,C, & D), Concrete Crew, Form Setter, Pipelayer, Bottom Man, Burner (Cutting Torch), Welder Helper, All Machine & Power Driven Tools, Sandblaster Yardman-Landscaping, Sewer Jet, Waterperson, Tool Cage Laborer, Unloading Furniture & Fixtures, Final Clean-Up Watchman, Residential Construction, Signal Men Group 2 Mason Tender For Bricklayers, Flexcore, Firebrick Tender (Blast Furnaces, Soaking Pits, Stoves & Stacks), Plasterer Tenders & Lathers Group 3 Tender Operator

**Asbestos, Lead and Hazardous Material:** The removal, abatement or encapsulation of asbestos, lead and/or toxic and hazardous waste or materials is defined as all work included in the erection, moving servicing and dismantling of all enclosures, scaffolding, barricades, etc. and the operation of all tools and equipment (including generators, compressors and vacuums) normally used in the removal or abatement of asbestos, lead and toxic and hazardous waste or materials; the labeling, bagging, cartoning, crating or otherwise packaging of materials for disposal; as well as the clean-up of the work site and all other work incidental to the removal, abatement or encapsulation of asbestos, lead or toxic and hazardous waste materials. Level A Protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately dangerous to life and health. This ensemble includes a fully encapsulated chemical suit, self contained breathing apparatus (SCBA) or airline fed respirator, and various types and numbers of boots and gloves. Level B Protective equipment includes a chemically resistant splash suit and a SCBA or airline respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries. Level C Protective equipment includes a protective suit and an air purifying respirator (APR) with the appropriate filter canisters. Level D To be worn only in established "safe zones" may consist of, from normal work clothes to normal skin protection such as gloves, face shields goggles, coveralls and occasionally respiratory protection.



# Prevailing Wage Rate Skilled Crafts

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

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Operating Engineer

**Effective Date:**  
5/1/2025

**Effective Date:**  
5/1/2025

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

**(\*)Special Calculation Note :**



Other: Education & Safety Misc: National Training

#### **Ratio :**

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

#### **Jurisdiction ( \* denotes special jurisdictional note ) :**

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

#### **Special Jurisdictional Note :**

#### **Details :**

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats. Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types. Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Insertor/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4"and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators. Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Gunite Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2" discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders. Group E - Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signallerperson, Submersible Pumps (under 4" discharge). Master Mechanics - Master Mechanic Cranes 150' - 180' - Boom & Jib 150 - 180 feet Cranes 180' - 249' - Boom & Jib 180 - 249 feet Cranes 250' and over - Boom & Jib 250 feet or over

# Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - Hwy Zone II

Type of Rate: Commercial

Change #:  
LCN01-2025ib

Craft:  
Operating Engineer

Effective Date:  
5/1/2025

Effective Date:  
5/1/2025

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

(\*)Special Calculation Note :

Other: Education & Safety Fund Misc: National Training

**Ratio :**

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

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :****Details :**

**\*\*Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.** Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under). Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Insertor/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators. Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power. Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signaller; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS. Master Mechanic - Master Mechanic Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Painter Local 249

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Painter

**Effective Date:**  
5/21/2025

**Effective Date:**  
5/21/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter	\$29.15		\$6.50	\$7.14	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.12	\$57.70
Apprentice	BHR	Percent										
30 Day Probationary	\$14.58	\$50.00	\$6.50	\$0.45	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.86	\$29.14
1st Year	\$18.95	\$65.00	\$6.50	\$0.45	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.23	\$35.70
2nd Year	\$21.86	\$75.00	\$6.50	\$0.45	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.14	\$40.07
3rd Year	\$24.78	\$85.00	\$6.50	\$0.45	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.06	\$44.45
4th Year	\$26.24	\$90.02	\$6.50	\$0.45	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.52	\$46.64

**(\*)Special Calculation Note :**

A) \$1.50 an hour premium shall be added to any base pay for spraying Coal Tar Products. B) \$ .75 an hour premium shall be added to any base pay for Sandblasting, Water Blasting or Lead Abatement. C) \$ .90 an hour premium shall be added to any base pay for Drywall Finishing. D) \$3.94 an hour premium shall be added to any base pay for Elevated Tanks. E) \$ .95 an hour premium shall be added to any base pay for Steeplejack Work.

**Ratio :**

1 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Clark, Darke, Greene, Miami, Montgomery, Preble

**Special Jurisdictional Note :**

**Details :**

Industrial work but not limited to:work done on industrial plants, repair garages, processing plants,storage tanks, warehouses, skeleton structures,bridges,whether new or old construction, office buildings in industrial sites and interior of shopping malls.



# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 249 Drywall

Type of Rate: Commercial

Change #:  
LCN01-2025ib

Craft:  
Painter

Effective Date:  
5/21/2025

Effective Date:  
5/21/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	\$29.15		\$6.50	\$7.14	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.12	\$57.70
Apprentice	BHR	Percent										
30 Day Probationary	\$14.58	\$50.00	\$6.50	\$0.45	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.86	\$29.14
1st Year	\$18.95	\$65.00	\$6.50	\$0.45	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.23	\$35.70
2nd Year	\$21.86	\$75.00	\$6.50	\$0.45	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.14	\$40.07
3rd Year	\$24.78	\$85.00	\$6.50	\$0.45	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.06	\$44.45
4th Year	\$26.24	\$90.00	\$6.50	\$0.45	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.52	\$46.63

(\*)Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction ( \* denotes special jurisdictional note ) :

Clark, Darke, Greene, Miami, Montgomery, Preble

Special Jurisdictional Note :

Details :

Industrial work but not limited to:work done on industrial plants, repair garages, processing plants,storage tanks, warehouses, skeleton structures,bridges,whether new or old construction, office buildings in industrial sites and interior of shopping malls.

## Prevailing Wage Rate Skilled Crafts

**Name of Union:** Painter Local 249 HevHwy

Type of Rate: Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Painter

**Effective Date:**  
5/21/2025

**Effective Date:**  
5/21/2025

[illegible]

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Clark, Darke, Greene, Miami, Montgomery, Preble

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Painter Local 639 Sign and Display

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Painter

**Effective Date:**  
6/18/2025

**Effective Date:**  
6/18/2025

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

## (\*)Special Calculation Note :

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

## Ratio :

## Jurisdiction ( \* denotes special jurisdictional note ) :

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

## Special Jurisdictional Note :



**Details :**

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Type of Rate: Commercial

Change #:  
LCN01-2025ib

Craft:  
Painter

Effective Date:  
5/28/2025

Effective Date:  
5/28/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	\$26.56	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.72	\$0.00	\$0.00	\$30.85	\$44.13
Painter Sign Journeyman Tech/Team Leader Class B	\$26.56	\$3.36	\$0.21	\$0.00	\$0.51	\$0.00	\$0.72	\$0.00	\$0.00	\$31.36	\$44.64
Painter Sign Journeyman Tech/Team Leader Class C	\$26.56	\$3.36	\$0.21	\$0.00	\$1.02	\$0.00	\$0.72	\$0.00	\$0.00	\$31.87	\$45.15
Painter Sign Journeyman Tech/Team Leader Class D	\$26.56	\$3.36	\$0.21	\$0.00	\$1.53	\$0.00	\$0.72	\$0.00	\$0.00	\$32.38	\$45.66
Sign Journeyman Class A	\$26.27	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.71	\$0.00	\$0.00	\$30.55	\$43.69
Sign Journeyman Class B	\$26.27	\$3.36	\$0.21	\$0.00	\$0.51	\$0.00	\$0.71	\$0.00	\$0.00	\$31.06	\$44.20
Sign Journeyman Class C	\$26.27	\$3.36	\$0.21	\$0.00	\$1.01	\$0.00	\$0.71	\$0.00	\$0.00	\$31.56	\$44.70
Sign Journeyman Class D	\$26.27	\$3.36	\$0.21	\$0.00	\$1.52	\$0.00	\$0.71	\$0.00	\$0.00	\$32.07	\$45.21
Tech Sign Fabricator/ Erector Class A	\$20.67	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$0.00	\$24.80	\$35.14
Tech Sign Fabricator/ Erector Class B	\$20.67	\$3.36	\$0.21	\$0.00	\$0.40	\$0.00	\$0.56	\$0.00	\$0.00	\$25.20	\$35.54

Tech Sign Fabrication/ Erector Class C	\$20.67		\$3.36	\$0.21	\$0.00	\$0.80	\$0.00	\$0.56	\$0.00	\$0.00	\$25.60	\$35.94
Tech Sign Fabrication/ Erector Class D	\$20.67		\$3.36	\$0.21	\$0.00	\$1.19	\$0.00	\$0.56	\$0.00	\$0.00	\$25.99	\$36.33
Apprentice	BHR	Percent										

**(\*)Special Calculation Note :**

Other is for paid holidays.

**Ratio :**

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Adams, Allen, Auglaize, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Greene, Hamilton, Hancock, Hardin, Henry, Highland, Holmes, Huron, Jackson, Knox, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Mercer, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Trumbull, Tuscarawas, Union, Van Wert, Warren, Wayne, Williams, Wood, Wyandot

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 132 (Dayton)

Type of Rate: Commercial

Change #:  
LCN01-2025ib

Craft:  
Plasterer

Effective Date:  
6/4/2025

Effective Date:  
6/4/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	\$30.08		\$8.40	\$7.35	\$0.70	\$0.00	\$3.65	\$0.07	\$0.00	\$0.00	\$50.25	\$65.29
Apprentice	BHR	Percent										
1st 800 Hours	\$21.06	\$70.00	\$8.40	\$0.00	\$0.70	\$0.00	\$3.65	\$0.07	\$0.00	\$0.00	\$33.88	\$44.40
2nd 800 Hours	\$22.26	\$74.00	\$8.40	\$0.00	\$0.70	\$0.00	\$3.65	\$0.07	\$0.00	\$0.00	\$35.08	\$46.21
3rd 800 Hours	\$23.46	\$78.00	\$8.40	\$7.35	\$0.70	\$0.00	\$3.65	\$0.07	\$0.00	\$0.00	\$43.63	\$55.36
4th 800 Hours	\$24.67	\$82.00	\$8.40	\$7.35	\$0.70	\$0.00	\$3.65	\$0.07	\$0.00	\$0.00	\$44.84	\$57.17
5th 800 Hours	\$25.87	\$86.00	\$8.40	\$7.35	\$0.70	\$0.00	\$3.65	\$0.07	\$0.00	\$0.00	\$46.04	\$58.97
6th 800 Hours	\$27.07	\$90.00	\$8.40	\$7.35	\$0.70	\$0.00	\$3.65	\$0.07	\$0.00	\$0.00	\$47.24	\$60.78
7th 800 Hours	\$28.28	\$94.00	\$8.40	\$7.35	\$0.70	\$0.00	\$3.65	\$0.07	\$0.00	\$0.00	\$48.45	\$62.58
8th 800 Hours	\$29.48	\$98.00	\$8.40	\$7.35	\$0.70	\$0.00	\$3.65	\$0.07	\$0.00	\$0.00	\$49.65	\$64.39

## (\*)Special Calculation Note :

OTHER: International Training Fund

## Ratio :

1 Journeymen to 1 Apprentice

## Jurisdiction ( \* denotes special jurisdictional note ) :

Champaign, Clark, Clinton, Darke, Greene, Miami, Montgomery, Preble, Shelby

## Special Jurisdictional Note :

## Details :

# Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 162

Type of Rate: Commercial

Change #:  
LCN02-2025ib

Craft:  
Plumber Pipefitter

Effective Date:  
6/11/2025

Effective Date:  
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	\$46.68		\$12.30	\$10.87	\$1.03	\$0.00	\$3.35	\$0.00	\$0.00	\$0.00	\$74.23	\$97.57
Apprentice	BHR	Percent										
1st Year	\$23.67	\$50.70	\$12.30	\$3.26	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.80	\$51.63
2nd Year	\$25.96	\$55.61	\$12.30	\$5.69	\$0.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.57	\$57.55
3rd Year	\$28.24	\$60.49	\$12.30	\$8.53	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.73	\$63.85
4th Year	\$32.83	\$70.33	\$12.30	\$10.63	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.52	\$72.94
5th Year	\$37.39	\$80.09	\$12.30	\$10.87	\$0.85	\$0.00	\$3.35	\$0.00	\$0.00	\$0.00	\$64.76	\$83.45

(\*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice    2 - 4 Journeymen to 2 Apprentices    5 - 7 Journeymen to 3 Apprentices    8 - 10 Journeymen to 4 Apprentices

Jurisdiction ( \* denotes special jurisdictional note ) :

Champaign, Clark, Clinton, Darke, Fayette, Greene, Miami, Montgomery, Preble

Special Jurisdictional Note :

Details :

Wage rate covers: all plumbing, pipefitting, heating, refrigeration and air conditioning work.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 75

Type of Rate: Commercial

Change #:  
LCN01-2024ib

Craft:  
Roofer

Effective Date:  
12/24/2024

Effective Date:  
12/24/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$28.73		\$8.73	\$10.78	\$0.76	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$50.80	\$65.17
Slate and Tile	\$28.95		\$8.73	\$10.78	\$0.76	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$51.02	\$65.50
Apprentice	BHR	Percent										
1st Term 1200 hrs	\$17.00	\$59.17	\$2.50	\$2.50	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.76	\$31.26
2nd Term 1200 hrs	\$18.00	\$62.65	\$8.58	\$3.32	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.66	\$39.66
3rd Term 1200 hrs	\$19.00	\$66.13	\$8.58	\$4.20	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.54	\$42.04
4th Term 1200 hrs	\$20.00	\$69.61	\$8.58	\$5.07	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41	\$44.41
5th Term 1200 hrs	\$21.00	\$73.09	\$8.58	\$5.95	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.29	\$46.79
Tradesman	\$22.70	\$79.01	\$5.00	\$3.58	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.04	\$43.39

## (\*)Special Calculation Note :

Other is for National Roofing Industry Pension Plan.

## Ratio :

3 Journeymen to 2 Apprentices

## Jurisdiction ( \* denotes special jurisdictional note ) :

Allen, Auglaize, Clark, Clinton, Darke, Greene, Mercer, Miami, Montgomery, Preble, Shelby, Van Wert

## Special Jurisdictional Note :

## Details :

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Sheet Metal Local 24 (Dayton)

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Sheet Metal Worker

**Effective Date:**  
6/11/2025

**Effective Date:**  
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$35.62		\$10.14	\$15.60	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62.53	\$80.34
Apprentice	BHR	Percent										
1st Year (Probationary Period)	\$21.37	\$60.00	\$9.48	\$5.50	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.52	\$48.21
2nd Year	\$23.15	\$65.00	\$9.56	\$6.77	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.65	\$52.23
3rd Year	\$26.72	\$75.02	\$9.73	\$9.28	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.90	\$60.26
4th Year	\$30.28	\$85.00	\$9.90	\$11.80	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.15	\$68.29
5th Year	\$32.06	\$90.00	\$9.98	\$13.07	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.28	\$72.31

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeyman to 1 Apprentice then, 1 Apprentice for every 2 Journeymen thereafter

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Allen, Auglaize, Butler, Champaign, Clark, Clinton, Darke, Greene, Hardin, Logan, Mercer, Miami, Montgomery, Preble, Shelby, Van Wert, Warren, Wyandot

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Sprinkler Fitter Local 669

**Type of Rate:** Commercial

**Change #:**  
LCR01-2025ib

**Craft:**  
Sprinkler Fitter

**Effective Date:**  
8/6/2025

**Effective Date:**  
8/6/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$48.28		\$12.40	\$7.40	\$0.54	\$0.00	\$7.74	\$0.00	\$0.00	\$0.00	\$76.36	\$100.5
Apprentice	BHR	Percent										
CLASS 1	\$24.14	\$50.00	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.71	\$45.78
CLASS 2	\$27.04	\$56.00	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.61	\$50.13
CLASS 3	\$29.45	\$61.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$50.94	\$65.66
CLASS 4	\$31.38	\$65.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$52.87	\$68.56
CLASS 5	\$33.31	\$69.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$55.05	\$71.70
CLASS 6	\$36.21	\$75.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$57.95	\$76.05
CLASS 7	\$38.14	\$79.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$59.88	\$78.95
CLASS 8	\$40.56	\$84.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$62.30	\$82.58
CLASS 9	\$42.97	\$89.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$64.71	\$86.19
CLASS 10	\$44.90	\$93.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$66.64	\$89.09

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**



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

# Prevailing Wage Rate Skilled Crafts

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

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Truck Driver

**Effective Date:**  
5/28/2025

**Effective Date:**  
5/28/2025

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

**(\*)Special Calculation Note :**

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

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

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Truck Driver

**Effective Date:**  
5/28/2025

**Effective Date:**  
5/28/2025

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

**(\*)Special Calculation Note :**

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

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

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## **SECTION 01 2500 - SUBSTITUTION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 01 6000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### **1.2 DEFINITIONS**

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

#### **1.3 ACTION SUBMITTALS**

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form acceptable to Architect.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
    - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design

- characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.



1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Substitution request is fully documented and properly submitted.
  - c. Requested substitution will not adversely affect Contractor's construction schedule.
  - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution has been coordinated with other portions of the Work.
  - g. Requested substitution provides specified warranty.
  - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience:

- 1. Architect will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
  - a. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - 1) Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and

- similar considerations.
- 2) Requested substitution does not require extensive revisions to the Contract Documents.
- 3) Requested substitution is consistent with the Contract Documents and will produce indicated results.
- 4) Substitution request is fully documented and properly submitted.
- 5) Requested substitution will not adversely affect Contractor's construction schedule.
- 6) Requested substitution has received necessary approvals of authorities having jurisdiction.
- 7) Requested substitution is compatible with other portions of the Work.
- 8) Requested substitution has been coordinated with other portions of the Work.
- 9) Requested substitution provides specified warranty.
- 10) If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)



**SUBSTITUTION REQUEST FORM**

615 Woodside Drive, Englewood, Ohio 45322

T 937.836.8898 F 937.832.3696

www.app-arch.com

**DATE:**

**TIME:**

**REQUEST NO.:**

**PROJECT:** HARRISON TOWNSHIP  
DISTRICT 10 SHERIFF SUBSTATION RENOVATION

**PROPOSED SUBSTITUTION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REQUEST AUTHOR:** \_\_\_\_\_ **REQUIRED REPLY DATE:** \_\_\_\_\_

**REPLY:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REPLY AUTHOR:** \_\_\_\_\_ **REPLY DATE:** \_\_\_\_\_

**ATTACHMENTS:**

**ACTION REQUIRED:**

**DISTRIBUTION:**

END OF SECTION 01 2500

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## **SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

#### **1.3 MINOR CHANGES IN THE WORK**

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

#### **1.4 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

- c. Include costs of labor and supervision directly attributable to the change.
  - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

## 1.5 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 14 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 14 days after such authorization.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2600

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## **SECTION 01 2900 - PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

#### **1.3 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
  - a. Project name and location.
  - b. Name of Architect.
  - c. Architect's project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
    - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Architect by the seventh of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Products list.
  5. Submittals Schedule (preliminary if not final).
  6. List of Contractor's staff assignments.
  7. List of Contractor's principal consultants.
  8. Copies of building permits.
  9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  10. Initial progress report.
  11. Report of preconstruction conference.
  12. Certificates of insurance and insurance policies.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. Evidence that claims have been settled.
  7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  8. Final, liquidated damages settlement statement.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

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## **SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Web-based Project management software package.
  - 6. Project meetings.
- B. Related Requirements:
  - 1. Section 01 3200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 01 7300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 01 7700 "Closeout Procedures" for coordinating closeout of the Contract.

#### **1.2 INFORMATIONAL SUBMITTALS**

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
- B. Key Personnel Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Post copies of list in Project meeting room, in temporary field office, and in prominent location in built facility. Keep list current at all times.

### 1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and direction of Project coordinator to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.

### 1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:



- a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
- b. Coordinate the addition of trade-specific information to coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
- c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
- f. Indicate required installation sequences.
- g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Mechanical and Plumbing Work: Show the following:
  - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
  - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
  - c. Fire-rated enclosures around ductwork.
2. Electrical Work: Show the following:
  - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
  - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
  - c. Panel board, switchboard, switchgear, transformer, busway, generator, and motor-control center locations.
  - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
3. Fire-Protection System: Show the following:
  - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
4. Review: Engineer will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Engineer determines that coordination drawings are

not being prepared in sufficient scope or detail, or are otherwise deficient, Engineer will so inform Contractor, who shall make suitable modifications and resubmit.

5. Coordination Drawing Prints: (Or Agreed Upon Digital Data Files) Prepare coordination drawing files according to requirements in Section 01 3300 "Submittal Procedures."

#### 1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  1. Project name.
  2. Name of Architect.
  3. Date.
  4. Name of Contractor.
  5. RFI number, numbered sequentially.
  6. RFI subject.
  7. Specification Section number and title and related paragraphs, as appropriate.
  8. Drawing number and detail references, as appropriate.
  9. Field dimensions, conditions and photos, as appropriate.
  10. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  11. Contractor's signature.
  12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
  1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 2600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log with Project Meetings. Software log with not less than the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number, including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
  8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- 1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES
- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
  2. Architect makes no representations as to the accuracy or completeness of digital data

- files as they relate to Contract Drawings.
3. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
- B. Web-Based Project Management Software Package: General Contractor to provide, administer, and use web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.
1. Web-based Project management software includes, at a minimum, the following features:
    - a. Compilation of Project data, including Contractor, subcontractors, Architect, Architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
    - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
    - c. Document workflow planning, allowing customization of workflow between project entities.
    - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
    - e. Track status of each Project communication in real time, and log time and date when responses are provided.
    - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
    - g. Processing and tracking of contract modifications (at contractor's option).
    - h. Creating and distributing meeting minutes.
    - i. Document management for Drawings, Specifications, and coordination drawings, including revision control.
    - j. Management of construction progress photographs.
    - k. Mobile device compatibility, including smartphones and tablets.
  2. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 3 days prior to meeting.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 10 days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Critical work sequencing and long lead items.
    - d. Lines of communications.
    - e. Use of web-based Project software.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Submittal procedures.
    - k. Preparation of Record Documents.
    - l. Work restrictions.
    - m. Working hours.
    - n. Responsibility for temporary facilities and controls.
    - o. Construction waste management and recycling.
    - p. Parking availability.
    - q. Office, work, and storage areas.
    - r. Equipment deliveries and priorities.
    - s. First aid.
    - t. Security.
    - u. Progress cleaning.
  - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Deliveries.
    - b. Review of mockups.
    - c. Time schedules.
    - d. Warranty requirements.
    - e. Acceptability of substrates.
    - f. Testing and inspecting requirements.
    - g. Installation procedures.
    - h. Coordination with other work.
    - i. Protection of adjacent work.
  3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of Record Documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Procedures for completing and archiving web-based Project software site data files.

- d. Submittal of written warranties.
  - e. Requirements for preparing operations and maintenance data.
  - f. Requirements for delivery of material samples, attic stock, and spare parts.
  - g. Requirements for demonstration and training.
  - h. Preparation of Contractor's punch list.
  - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
  - j. Installation of Owner's furniture, fixtures, and equipment.
  - k. Responsibility for removing temporary facilities and controls.
4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
- 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site use.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.
      - 10) Quality and work standards.
      - 11) Status of correction of deficient items.
      - 12) Field observations.

- 13) Status of RFIs.
  - 14) Status of Proposal Requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule monthly or where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3100



## **SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Daily construction reports.
  - 3. Unusual event reports.

#### **1.2 INFORMATIONAL SUBMITTALS**

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file.
  - 2. PDF file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- C. Daily Construction Reports: Submit at weekly intervals.
- D. Unusual Event Reports: Submit at time of unusual event.

#### **1.3 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
  - 1. Use scheduling component of Project management software package specified in Section 01 3100 "Project Management and Coordination," for current Windows operating system.
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Temporary Facilities: Indicate start and completion dates for the following as applicable:
    - a. Securing of approvals and permits required for performance of the Work.
    - b. Temporary facilities.
    - c. Construction of mock-ups, prototypes and samples.
  3. Procurement Activities: Include procurement process activities for long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  4. Submittal Review Time: Include review and resubmittal times indicated in Section 01 3300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  2. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 1000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  3. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 1000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
- E. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule 3 days before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where major revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating

means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

- G. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.

#### 1.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

- C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit unusual event reports directly to Owner within 3 day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION (Not Used)

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## **SECTION 01 3300 - SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Administrative and procedural requirements for submittals.

**B. Related Requirements:**

1. Section 01 2900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 3100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
3. Section 01 3200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Section 01 4000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
5. Section 01 7700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
6. Section 01 7823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
7. Section 01 7839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
8. Section 01 7900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### **1.2 SUBMITTAL FORMATS**

**A. Submittal Information: Include the following information in each submittal:**

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
8. Drawing number and detail references, as appropriate.
9. Location(s) where product is to be installed, as appropriate.
10. Other necessary identification.

11. Remarks.
12. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software. A system, such as ProCore Technologies, Inc, is to be provided by General Contractor.
- E. Refer to attached "Project Submittal Cover Sheet" recommended for use on this project.

### 1.3 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise

- Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

#### 1.4 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.

- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
  1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
  2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  3. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
  4. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full



range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
  - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least two sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and

personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

G. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

1.5 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and

other required submittals, submit digitally signed PDF file paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

#### 1.6 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

#### 1.7 ARCHITECT'S AND CONSTRUCTION MANAGER'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
  1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action, as follows:
    - a. "Reviewed".
    - b. "Reviewed as noted".
    - c. "Revise & resubmit".
  2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- C. Architect will return without review submittals received from sources other than Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**Project Submittal Cover Sheet**

Date: \_\_\_\_\_

Submittal Number \_\_\_\_\_

Submittal Name: \_\_\_\_\_

Spec Section No: \_\_\_\_\_

Project: Harrison Township  
District 10 Sheriff Substation Renovation

General Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PH. \_\_\_\_\_ FAX: \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Supplier Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Architect: App Architecture  
615 Woodside Drive  
Englewood, OH 45322

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**General Contractor's Approval Stamp**

**Architect's/Engineer's Action Stamp**

END OF SECTION 01 3300

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## SECTION 01 4000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
  - 1. Mockups are used for one or more of the following:

- a. Verify selections made under Sample submittals.
  - b. Demonstrate aesthetic effects.
  - c. Demonstrate the qualities of products and workmanship.
  - d. Demonstrate successful installation of interfaces between components and systems.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."

### 1.3 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

### 1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

### 1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:



1. Date of issue.
  2. Project title and number.
  3. Name, address, telephone number, and email address of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement of whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement of whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.

## 1.6 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required;

individual Specification Sections specify additional requirements.

- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. **Mockups:** Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups of size and in location indicated, or as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 5. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  - 6. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
  - 7. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 8. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 9. Demolish and remove mockups when directed unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 3. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 4. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Section,

and as follows:

1. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
3. Retesting and reinspecting corrected Work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's authorities' having jurisdiction reference during normal working hours. Submit log at Project closeout as part of Project Record Documents.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 7300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000

## **SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 01 1000 "Summary" for work restrictions and limitations on utility interruptions.

#### **1.2 USE CHARGES**

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service: Pay water-service use charges for water used by all entities for construction operations.
- C. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents, including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
  - 3. Jobsite internet connectivity to conduct virtual meetings with adequate sound and large display monitor.
  - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - 5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction and marked for intended location and application.
  - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 01 7700 "Closeout Procedures."

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

- D. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service overhead unless otherwise indicated or required by power service provider.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- G. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one land-based telephone line(s) for each field office.
  - 1. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Contractor's home office.
    - c. Contractor's emergency after-hours telephone number.
    - d. Architect's office.
    - e. Engineers' offices.
    - f. Owner's office.
    - g. Principal subcontractors' field and home offices.
- H. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
  - 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
  - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under



conditions acceptable to Owner.

- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Planned Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
  - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  - 2. Prepare subgrade and install subbase and base for temporary roads and paved areas in accordance with Section 31 2000 "Earth Moving."
  - 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
  - 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course in accordance with Section 32 1216 "Asphalt Paving."
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
  - 3. Maintain and touch up signs, so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Section 01 7419 "Construction Waste Management and Disposal."

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 31 1000 "Site Clearing."
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Comply with requirements specified in Section 01 5639 "Temporary Tree and Plant Protection."
- E. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are

subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.

C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Keep interior spaces reasonably clean and protected from water damage.
2. Periodically collect and remove waste containing cellulose or other organic matter.
3. Discard or replace water-damaged material.
4. Do not install material that is wet.
5. Discard and replace stored or installed material that begins to grow mold.
6. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

A. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements

- for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 7700 "Closeout Procedures."

END OF SECTION 01 5000

## SECTION 01 6000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

#### 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
  - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
  - 1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.
- C. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
  - 1. Identification of basis-of-design product or fabrication or installation method to be

replaced, including Specification Section number and title and Drawing numbers and titles.

2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.

- D. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 01 3300 "Submittal Procedures."
- E. Substitution: Refer to Section 01 2500 "Substitution Procedures" for definition and limitations on substitutions.

### 1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

### 1.4 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.
5. Arrange for early delivery of materials if it is deemed necessary to prevent schedule issues. Coordinate storage needs and location.

- C. Storage:

1. Provide a secure location and enclosure at Project site for storage of materials and

- equipment.
- 2. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
- 3. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

## 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 7700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
4. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.



5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6000

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## **SECTION 01 7300 - EXECUTION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Coordination of Owner's portion of the Work.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
  - 9. Correction of the Work.
- B. Related Requirements:
  - 1. Section 01 1000 "Summary" for coordination of Owner-furnished products, Owner-performed work, and limits on use of Project site.
  - 2. Section 01 3300 "Submittal Procedures" for submitting surveys.
  - 3. Section 01 7700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

#### **1.2 PREINSTALLATION MEETINGS**

- A. Layout Conference: Conduct conference at Project site.
  - 1. Review meanings and intent of dimensions, notes, terms, graphic symbols, and other layout information indicated on the Drawings.
  - 2. Review requirements for including layouts on Shop Drawings and other submittals.
  - 3. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

#### **1.3 CLOSEOUT SUBMITTALS**

- A. Final Property Survey: Submit 1 electronic copy showing the Work performed and record survey data.

#### 1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present

where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 01 3100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  2. Establish limits on use of Project site.
  3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain

- required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
- 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

### 3.5 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
  1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and

directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

### 3.6 COORDINATION OF OWNER'S PORTION OF THE WORK

- A. Site Access: Provide access to Project site for Owner's construction personnel and Owner's separate contractors.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel and Owner's separate contractors.
  1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  2. Preinstallation Conferences: Include Owner's construction personnel and Owner's separate contractors at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

### 3.7 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning



materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 7419 "Construction Waste Management and Disposal."

### 3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 4000 "Quality Requirements."

### 3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 7300

## **SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for the following:
  - 1. Disposing of nonhazardous construction waste.

#### **1.2 DEFINITIONS**

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### **1.3 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

END OF SECTION 01 7419

## **SECTION 01 7700 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Requirements:
  - 1. Section 01 7823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
  - 2. Section 01 7839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### **1.3 CLOSEOUT SUBMITTALS**

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### **1.4 MAINTENANCE MATERIAL SUBMITTALS**

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

#### **1.5 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed

and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

#### 1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
  - 1. Submit a final Application for Payment in accordance with the General Conditions of the Contract.
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.7 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first, and, proceeding from lowest floor to highest floor, listed by room or space number.
  - 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.

#### 1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated

portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  - 1. Submit on digital media acceptable to Architect.
- E. Warranties in Paper Form:
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
  - B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
    - h. Vacuum and mop concrete.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - k. Remove labels that are not permanent.
    - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.



- o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- p. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
- q. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 01 7300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 01 7700

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## **SECTION 01 7823 - OPERATION AND MAINTENANCE DATA**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Systems and equipment operation manuals.
  - 3. Systems and equipment maintenance manuals.
  - 4. Product maintenance manuals.
- B. Related Requirements:
  - 1. Section 01 3300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

#### **1.2 CLOSEOUT SUBMITTALS**

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format, to be verified with architect prior to final submission:
  - 1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- E. Comply with Section 01 7700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

### 1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
  1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.

4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
  1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Construction Manager.
  7. Name and contact information for Architect.
  8. Name and contact information for Commissioning Authority.
  9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance

manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 1.5 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  - 2. Performance and design criteria if Contractor has delegated design responsibility.
  - 3. Operating standards.
  - 4. Operating procedures.
  - 5. Operating logs.
  - 6. Wiring diagrams.
  - 7. Control diagrams.
  - 8. Piped system diagrams.
  - 9. Precautions against improper use.
  - 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
  - 1. Product name and model number. Use designations for products indicated on Contract Documents.
  - 2. Manufacturer's name.
  - 3. Equipment identification with serial number of each component.
  - 4. Equipment function.
  - 5. Operating characteristics.
  - 6. Limiting conditions.
  - 7. Performance curves.
  - 8. Engineering data and tests.
  - 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

#### 1.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a

tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

- a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  1. Include procedures to follow and required notifications for warranty claims.

## 1.7 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating



care and maintenance of each product, material, and finish incorporated into the Work.

- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 7823

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## **SECTION 01 7839 - PROJECT RECORD DOCUMENTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings (As-built Drawings).
  - 2. Record specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Section 01 7300 "Execution" for final property survey.
  - 2. Section 01 7700 "Closeout Procedures" for general closeout procedures.
  - 3. Section 01 7823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### **1.2 CLOSEOUT SUBMITTALS**

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
    - a. Submit PDF electronic files of scanned record prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

#### **1.3 RECORD DRAWINGS**

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made following Architect's written orders.
    - k. Details not on the original Contract Drawings.
    - l. Field records for variable and concealed conditions.
    - m. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."

- d. Name of Architect.
- e. Name of Contractor.

#### 1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- B. Format: Submit record specifications as annotated PDF electronic file.

#### 1.5 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- B. Format: Submit Record Product Data as annotated PDF electronic file.
  - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

#### 1.6 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 7839

## **SECTION 01 7900 - DEMONSTRATION AND TRAINING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.
  - 2. Demonstration and training video recordings.

#### **1.2 INFORMATIONAL SUBMITTALS**

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

#### **1.3 CLOSEOUT SUBMITTALS**

- A. Demonstration and Training Video Recordings: Submit one copy within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Date of video recording.
  - 2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
  - 3. At completion of training, submit complete training manual(s) for Owner's use prepared in same paper, and PDF file format required for operation and

maintenance manuals specified in Section 01 7823 "Operation and Maintenance Data."

#### 1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 4000 "Quality Requirements," experienced in operation and maintenance procedures and training.

#### 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

#### 1.6 INSTRUCTION PROGRAM

- A. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Systems and equipment operation manuals.
    - c. Systems and equipment maintenance manuals.
    - d. Product maintenance manuals.



- e. Project Record Documents.
  - f. Identification systems.
  - g. Warranties and bonds.
  - h. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
- a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning.

- e. Procedures for preventive maintenance.
- f. Procedures for routine maintenance.
- g. Instruction on use of special tools.

8. Repairs: Include the following:

- a. Diagnosis instructions.
- b. Repair instructions.
- c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
- d. Instructions for identifying parts and components.
- e. Review of spare parts needed for operation and maintenance.

1.7 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 7823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

1.8 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

1.9 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and

capable of recording in full HD mode.

1. Submit video recordings on CD-ROM or thumb drive.
  2. File Hierarchy: Organize folder structure and file locations according to Project Manual table of contents. Provide complete screen-based menu.
  3. File Names: Utilize file names based on name of equipment generally described in video segment, as identified in Project specifications.
  4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the equipment demonstration and training recording that describes the following for each Contractor involved on the Project, arranged according to Project Manual table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. Email address.
- B. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
- C. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
- D. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

## PART 2 - PRODUCTS

## PART 3 - EXECUTION

END OF SECTION 01 7900

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## **SECTION 01 1000 - SUMMARY**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Project information.
2. Work covered by Contract Documents.
3. Work performed by Owner.
4. Owner-furnished/Contractor-installed (OFCD) products.
5. Owner-furnished/Owner-installed (OFOI) products.
6. Contractor's use of site and premises.
7. Work restrictions.

**B. Related Requirements:**

1. Section 01 5000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 01 7300 "Execution" for coordination of Owner-installed products.

#### **1.2 PROJECT INFORMATION**

**A. Project Identification:** District 10 Sheriff Substation Renovation, Project Number 4325.00.

1. Project Location: 6001 N. Dixie Drive, Dayton, Ohio 45414.

**B. Owner:** Harrison Township Board of Trustees, 5945 N. Dixie Drive, Dayton, Ohio 45414.

1. Owner's Representative: Chad Adkins, Zoning Administrator.

**C. Architect:** App Architecture, 615 Woodside Drive, Englewood, Ohio 45322.

1. Architect's Representative: Richard F. Willis, Jr., Assoc. AIA.

**D. Architect's Consultants:** Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Structural Engineer: L2 Engineering, 7949 Washington Woods Drive, Dayton, Ohio 45459.
2. Plumbing, Mechanical, Electrical Engineer: L2 Engineering, 7949 Washington Woods Drive, Dayton, Ohio 45459.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
  - 1. Renovation of an existing 6,400 SF building for a Sheriff Substation, District 10, Harrison Township, Ohio.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

1.4 WORK UNDER OWNER'S SEPARATE CONTRACT

- A. Cooperate fully with Owner, so work may be carried out smoothly, without interfering with or delaying Work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.
  - 1. Installation of furniture.
  - 2. Access Control (rough-ins and raceways installed by contractor).
  - 3. Security Cameras (rough-ins, raceways and cabling installed by contractor).
  - 4. Phone/Data/CATV (Service Entrance and Head-end switches/servers/UPS by Owner).

1.5 OWNER'S PRODUCT PURCHASE CONTRACTS

- A. Owner has negotiated Product Purchase contracts with suppliers of material and equipment to be incorporated into the Work. Owner will assign these Product Purchase contracts to Contractor. Include costs for purchasing, receiving, handling, storage if required, and installation of material and equipment in the Contract Sum unless otherwise indicated.
  - 1. Contractor's responsibilities for receiving and installation are same as if Contractor had negotiated Product Purchase contracts.

1.6 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFICI) PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
  - 1. Provide to Contractor: Owner-reviewed Product Data, Shop Drawings, and Samples.
  - 2. Provide for delivery of Owner-furnished products to Project site.
  - 3. Upon delivery, inspect, with Contractor present, delivered items.

- a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
    4. Obtain manufacturer's inspections, service, and warranties.
    5. Inform Contractor of earliest available delivery date for Owner-furnished products.
  - B. Contractor's Responsibilities: The Work includes the following, as applicable:
    1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
    2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
    3. Receive, unload, handle, store, protect, and install Owner-furnished products.
    4. Make building services connections for Owner-furnished products.
    5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
    6. Repair or replace Owner-furnished products damaged following receipt.
  - C. Owner-Furnished/Contractor-Installed (OFCD) Products:
    1. Refer to drawings.
- 1.7 OWNER-FURNISHED/OWNER-INSTALLED (OFOI) PRODUCTS
- A. The Owner will furnish and install products indicated.
  - B. Owner-Furnished/Owner-Installed (OFOI) Products:
    1. Refer drawings.
- 1.8 CONTRACTOR'S USE OF SITE AND PREMISES
- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
  - B. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.
- 1.9 WORK RESTRICTIONS
- A. Comply with restrictions on construction operations.
    1. Comply with limitations on use of public streets, work on public streets, rights of

way, and other requirements of authorities having jurisdiction.

- B. On-Site Work Hours: Limit work to between 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated or approved. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
  - 1. Weekend Hours: as approved by Owner.
  - 2. Early Morning Hours: as approved by Owner.
- C. Smoking and Controlled Substance Restrictions: Use of tobacco products and other controlled substances within framed building site is not permitted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000



SECTION 05 5000  
METAL FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.01.A. Shop fabricated steel items, including: Guard rail.

1.02 REFERENCE STANDARDS

- 1.02.A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- 1.02.B. ASTM A48/A48M - Standard Specification for Gray Iron Castings; 2022.
- 1.02.C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2022.
- 1.02.D. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- 1.02.E. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2018.
- 1.02.F. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing; 2021.
- 1.02.G. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2020.
- 1.02.H. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2023).
- 1.02.I. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer; 2004.
- 1.02.J. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.
- 1.02.K. SSPC-SP 2 - Hand Tool Cleaning; 2018.

1.03 SUBMITTALS

- 1.03.A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- 1.03.B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

## PART 2 PRODUCTS

### 2.01 MATERIALS - STEEL

- 2.01.A. Steel Sections: ASTM A36/A36M.
- 2.01.B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- 2.01.C. Plates: ASTM A283/A283M.
- 2.01.D. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- 2.01.E. Mechanical Fasteners: Same material as or compatible with materials being fastened; type consistent with design and specified quality level.
- 2.01.F. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- 2.01.G. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- 2.01.H. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

### 2.02 FABRICATION

- 2.02.A. Fit and shop assemble items in largest practical sections, for delivery to site.
- 2.02.B. Fabricate items with joints tightly fitted and secured.
- 2.02.C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- 2.02.D. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- 2.02.E. Furnish components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

### 2.03 FABRICATED ITEMS

- 2.03.A. Guard rail for concrete stairs.

### 2.04 FINISHES - STEEL

- 2.04.A. Prime paint steel items.
  - 1. Exceptions: Do not prime surfaces in direct contact with concrete, where field welding is required, and items to be covered with sprayed fireproofing.
- 2.04.B. Prepare surfaces to be primed in accordance with SSPC-SP2.

- 2.04.C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- 2.04.D. Prime Painting: One coat.
- 2.04.E. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements. Provide minimum 1.7 oz/sq ft galvanized coating. (Provide minimum 530 g/sq m galvanized coating.)
- 2.04.F. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A123/A123M requirements.

## 2.05 FABRICATION TOLERANCES

- 2.05.A. Squareness: 1/8 inch (3 mm) maximum difference in diagonal measurements.
- 2.05.B. Maximum Offset Between Faces: 1/16 inch (1.5 mm).
- 2.05.C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5 mm).
- 2.05.D. Maximum Bow: 1/8 inch (3 mm) in 48 inches (1.2 m).
- 2.05.E. Maximum Deviation from Plane: 1/16 inch (1.5 mm) in 48 inches (1.2 m).

## PART 3 EXECUTION

### 3.01 EXAMINATION

- 3.01.A. Verify that field conditions are acceptable and are ready to receive work.

### 3.02 PREPARATION

- 3.02.A. Clean and strip primed steel items to bare metal where site welding is required.

### 3.03 INSTALLATION

- 3.03.A. Install items plumb and level, accurately fitted, free from distortion or defects.
- 3.03.B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- 3.03.C. Obtain approval prior to site cutting or making adjustments not scheduled.
- 3.03.D. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

### 3.04 TOLERANCES

- 3.04.A. Maximum Variation from Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- 3.04.B. Maximum Offset from True Alignment: 1/4 inch (6 mm).

3.04.C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION 05 5000

SECTION 08 1113  
HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Standard and custom hollow metal doors and frames.
2. Steel sidelight, borrowed lite and transom frames.
3. Light frames and glazing installed in hollow metal doors.

B. Related Sections:

1. Division 01 Section "General Conditions".
2. Division 08 Section "Flush Wood Doors" (on Drawings).
3. Division 08 Section "Door Hardware".

C. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
2. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
3. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
4. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
5. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
6. ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
7. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, hardware reinforcements, profiles, anchors, fire-resistance rating, and finishes.
- B. Maintenance manual must be provided for tornado/hurricane storm shelter impact protective systems.
- C. Door hardware supplier is to furnish templates, template reference number and/or physical hardware to the steel door and frame supplier in order to prepare the doors and frames to receive the finish hardware items.
- D. Shop Drawings: Include the following:
  - 1. Elevations of each door design.
  - 2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
  - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 4. Locations of reinforcement and preparations for hardware.
  - 5. Details of anchorages, joints, field splices, and connections.
  - 6. Details of accessories.
  - 7. Details of moldings, removable stops, and glazing.
  - 8. Details of conduit and preparations for power, signal, and control systems.
- E. Samples for Verification:
  - 1. Samples are only required by request of the architect and for manufacturers that are not current members of the Steel Door Institute.

### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.
- B. Quality Standard: In addition to requirements specified, furnish SDI-Certified manufacturer products that comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".
- C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to UL10C (neutral pressure at 40" above sill) or UL 10C.
  - 1. Oversize Fire-Rated Door Assemblies Construction: For units exceeding sizes of tested assemblies, attach construction label certifying doors are built to standard construction requirements for tested and labeled fire rated door assemblies except for size.

2. Temperature-Rise Limit: Where indicated and at vertical exit enclosures (stairwell openings) and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F (250 deg C) above ambient after 30 minutes of standard fire-test exposure.
3. Smoke Control Door Assemblies: Comply with NFPA 105.
  - a. Smoke "S" Label: Doors to bear "S" label, and include smoke and draft control gasketing applied to frame and on meeting stiles of pair doors.
- D. Storm Shelter Openings: Provide complete door systems for tornado storm shelters, complying and tested according to ICC 500 (2020), ICC/NSSA Standard for the Design and Construction of Storm Shelters.
  1. Each unit to bear third party permanent label indicating compliance with the referenced testing standards.
- E. Pre-Submittal Conference: Conduct conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier, Installer, and Contractor to review proper methods and procedures for installing hollow metal doors and frames and to verify installation of electrical knockout boxes and conduit at frames with electrified or access control hardware.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity.
  1. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.

#### 1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

#### 1.7 COORDINATION

- A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts,

anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

- B. Building Information Modeling (BIM) Support: Utilize designated BIM software tools and obtain training needed to successfully participate in the Project BIM processes. All technical disciplines are responsible for the product data integration and data reliability of their Work into the coordinated BIM applications.

## 1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
- B. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide steel doors and frames from a SDI Certified manufacturer:
  - 1. CECO Door Products (C).
  - 2. Curries Company (CU).

### 2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.
- C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

### 2.3 HOLLOW METAL DOORS

- A. General: Provide 1-3/4 inch doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8 and ANSI/NAAMM HMMA 867.
- B. Exterior Doors (Energy Efficient): Face sheets fabricated of commercial quality hot-dipped zinc coated steel that complies with ASTM A924 A60. Provide doors complying with



requirements indicated below by referencing ANSI/SDI A250.8 for level and model, ANSI/SDI A250.4 for physical performance level, and HMMA 867 for door construction.

1. Design: Flush panel.
  2. Core Construction: Foamed in place polyurethane and steel stiffened laminated core with no stiffener face welds, in compliance with HMMA 867 "Laminated Core".
    - a. Provide 22-gauge steel stiffeners at 6 inches on-center internally welded at 5" on-center to integral core assembly, foamed in place polyurethane core chemically bonded to all interior surfaces. No stiffener face welding is permitted.
    - b. Thermal properties to rate at a fully operable minimum U-Factor 0.37 and R-Value 2.7, including insulated door, thermal-break frame and threshold.
    - c. Kerf Type Frames: Thermal properties to rate at a fully operable minimum U-Factor 0.38 and R-Value 2.6, including insulated door, kerf type frame, and threshold.
  3. Level/Model: Level 3 and Physical Performance Level A (Extra Heavy Duty), Minimum 16 gauge (0.053 inch - 1.3-mm) thick steel, Model 2.
  4. Vertical Edges: Vertical edges to be mechanically interlocked with hairline seam. Beveled Lock Edge, 1/8 inch in 2 inches (3 mm in 50 mm).
  5. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet. Doors with an inverted top channel to include a steel closure channel, screw attached, with the web of the channel flush with the face sheets of the door. Plastic or composite channel fillers are not acceptable.
  6. Hinge Reinforcement: Minimum 7 gauge (3/16") plate 1-1/4" x 9".
  7. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.
- C. Interior Doors: Face sheets fabricated of commercial quality cold rolled steel that complies with ASTM A 1008/A 1008M. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
1. Design: Flush panel.
  2. Core Construction: Manufacturer's standard kraft-paper honeycomb, or one-piece polystyrene core, securely bonded to both faces.
    - a. Fire Door Core: As required to provide fire-protection and temperature-rise ratings indicated.
  3. Level/Model: Level 2 and Physical Performance Level B (Heavy Duty), Minimum 18 gauge (0.042-inch - 1.0-mm) thick steel, Model 2.
  4. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet.

5. Hinge Reinforcement: Minimum 7 gauge (3/16") plate 1-1/4" x 9" or minimum 14 gauge continuous channel with pierced holes, drilled and tapped.
6. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

D. Manufacturers Basis of Design:

1. Curries Company (CU) - Honeycomb Core - 707 Series.
2. Curries Company (CU) - Energy Efficient - 777 Trio-E Series.

## 2.4 HOLLOW METAL DOOR FOR STORM SHELTERS

A. General: Provide complete tornado shelter resistant assemblies constructed, test, and listed/labeled to resist the design pressures for components and cladding and missile impact resistance as described in ICC 500 (2020), ICC/NSSA Standard for the Design and Construction of Storm Shelters.

1. Door, tested and complying with ICC 500 (2020), Design and Construction Guidance for Community Safe Rooms and supported by third party test results.
2. Sheets fabricated on exterior openings from commercial quality hot dipped zinc coated steel complying with ASTM A924 A60. Gauges to be in accordance with manufacturers tested assemblies.
3. Vertical Edges: Vertical edges to have the face sheets joined by a continuous weld extending the full height of the door. Welds are to be ground, filled and dressed smooth. Beveled Lock Edge, 1/8 inch in 2 inches (3 mm in 50 mm).
4. Top Edge: Reinforce top of doors with a continuous steel channel extending the full width of the door and welded to the face sheet. Doors with an inverted top channel to include a steel closure channel, screw attached and welded in place with the web of the channel flush with the face sheets of the door. Plastic or composite channel fillers are not acceptable.
5. Hinge Reinforcement: Minimum 7 gauge (3/16") plate 1-1/4" x 9".

B. Manufacturers Basis of Design:

1. CECO Door Products (C) - StormPro Series.
2. Curries Company (CU) - StormPro Series.

## 2.5 HOLLOW METAL FRAMES

A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.

B. Thermal Break Frames: Subject to the same compliance standards and requirements as standard hollow metal frames. Tested for thermal performance in accordance with NFRC 102, and resistance to air infiltration in accordance with NFRC 400. Where indicated provide thermally broken frame profiles available for use in both masonry and drywall

construction. Fabricate with 1/16" positive thermal break and integral vinyl weatherstripping.

- C. Exterior Frames: Fabricated of hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60.
  - 1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.
  - 2. Frames: Minimum 14 gauge (0.067-inch -1.7-mm) thick steel sheet.
  - 3. Manufacturers Basis of Design:
    - a. Curries Company (CU) - Mercury 3 Thermal Break TQ Series.
- D. Interior Frames: Fabricated from cold-rolled steel sheet that complies with ASTM A 1008/A 1008M.
  - 1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.
  - 2. Frames: Minimum 16 gauge (0.053-inch -1.3-mm) thick steel sheet.
  - 3. Manufacturers Basis of Design:
    - a. Curries Company (CU) - M Series.
- E. Fire rated frames: Fabricate frames in accordance with NFPA 80, listed and labeled by a qualified testing agency, for fire-protection ratings indicated.
- F. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 Table 4 with reinforcement plates from same material as frames.

## 2.6 FRAMES FOR SEVERE STORM SHELTERS

- A. General: Subject to the same compliance standards and requirements as standard hollow metal frames, provide complete tornado resistant door and frame assemblies, for both single doors and paired openings, tested and labeled as complying with ICC 500-2020 supported by third party test results.
  - 1. Fabricate exterior frames from 14-gauge hot dipped zinc coated steel that comply with ASTM designations A924 A60.
  - 2. Manufacturers Basis-of-Design:
    - a. Curries Company (CU) – StormPro Series.

## 2.7 FRAME ANCHORS

- A. Jamb Anchors:
  - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, formed from A60 metallic coated material, not less than 0.042 inch thick, with

corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.

2. Stud Wall Type: Designed to engage stud and not less than 0.042 inch thick.
3. Compression Type for Drywall Slip-on (Knock-Down) Frames: Adjustable compression anchors.

- B. Floor Anchors: Floor anchors to be provided at each jamb, formed from A60 metallic coated material, not less than 0.042 inches thick.
- C. Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.

## 2.8 LIGHT OPENINGS AND GLAZING

- A. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints at fabricator's shop. Fixed and removable stops to allow multiple glazed lites each to be removed independently. Coordinate frame rabbet widths between fixed and removable stops with the type of glazing and installation indicated.
- B. Moldings for Glazed Lites in Doors and Loose Stops for Glazed Lites in Frames: Minimum 20 gauge thick, fabricated from same material as door face sheet in which they are installed.
- C. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8 inch (16 mm) high unless otherwise indicated. Provide fixed frame moldings and stops on outside of exterior and on secure side of interior doors and frames.
- D. Preformed Metal Frames for Light Openings: Manufacturer's standard frame formed of 0.048-inch-thick, cold rolled steel sheet; with baked enamel or powder coated finish; and approved for use in doors of fire protection rating indicated. Match pre-finished door paint color where applicable.

## 2.9 ACCESSORIES

- A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
- B. Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.

## 2.10 FABRICATION

- A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.

B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.

C. Hollow Metal Doors:

1. Exterior Doors: Provide optional weep-hole openings in bottom of exterior doors to permit moisture to escape where specified.
2. Glazed Lites: Factory cut openings in doors with applied trim or kits to fit. Factory install glazing where indicated.
3. Astragals: Provide overlapping astragals as noted in door hardware sets in Division 08 Section "Door Hardware" on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted.

D. Hollow Metal Frames:

1. Shipping Limitations: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
  - a. Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.
3. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
4. High Frequency Hinge Reinforcement: Provide high frequency hinge reinforcements at door openings 48-inches and wider with mortise butt type hinges at top hinge locations.
5. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.
6. Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.
7. Electrical Knock Out Boxes: Factory weld 18 gauge electrical knock out boxes to frame for electrical hardware preps; including but not limited to, electric through wire transfer hardware, electrical raceways and wiring harnesses, door position switches, electric strikes, magnetic locks, and jamb mounted card readers as specified in hardware sets in Division 08 Sections "Door Hardware" and "Access Control Hardware".
  - a. Provide electrical knock out boxes with a dual 1/2-inch and 3/4-inch knockouts.

- b. Conduit to be coordinated and installed in the field (Division 26) from middle hinge box and strike box to door position box.
  - c. Electrical knock out boxes to comply with NFPA requirements and fit electrical door hardware as specified in hardware sets in Division 08 Section "Door Hardware".
  - d. Electrical knock out boxes for continuous hinges should be located in the center of the vertical dimension on the hinge jamb.
8. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
9. Jamb Anchors: Provide number and spacing of anchors as follows:
- a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches on-center and as follows:
    - 1) Two anchors per jamb up to 60 inches high.
    - 2) Three anchors per jamb from 60 to 90 inches high.
    - 3) Four anchors per jamb from 90 to 120 inches high.
    - 4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
  - b. Stud Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
    - 1) Three anchors per jamb up to 60 inches high.
    - 2) Four anchors per jamb from 60 to 90 inches high.
    - 3) Five anchors per jamb from 90 to 96 inches high.
    - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
    - 5) Two anchors per head for frames above 42 inches wide and mounted in metal stud partitions.
10. Door Silencers: Except on weatherstripped or gasketed doors, drill stops to receive door silencers. Silencers to be supplied by frame manufacturer regardless if specified in Division 08 Section "Door Hardware".
11. Bituminous Coating: Where frames are fully grouted with an approved Portland Cement based grout or mortar, coat inside of frame throat with a water based bituminous or asphaltic emulsion coating to a minimum thickness of 3 mils DFT, tested in accordance with UL 10C and applied to the frame under a 3rd party independent follow-up service procedure.
- E. Hardware Preparation: Factory prepare hollow metal work to receive template mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."
- 1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
  - 2. Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.

3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
4. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.

#### 2.11 STEEL FINISHES

- A. Prime Finishes: Doors and frames to be cleaned, and chemically treated to insure maximum finish paint adhesion. Surfaces of the door and frame exposed to view to receive a factory applied coat of rust inhibiting shop primer.
  1. Shop Primer: Manufacturer's standard, fast-curing, lead and chromate free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; and compatible with substrate and field-applied coatings.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. General Contractor to verify the accuracy of dimensions given to the steel door and frame manufacturer for existing openings or existing frames (strike height, hinge spacing, hinge back set, etc.).
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Remove welded in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for square, level, twist, and plumb condition.
- C. Tolerances shall comply with SDI-117 "Manufacturing Tolerances Standard Steel Doors and Frames."
- D. Drill and tap doors and frames to receive non-template, mortised, and surface-mounted door hardware.

- E. Verify tolerances against manufacturers installations instructions for tornado shelter openings.

### 3.3 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11 and NFPA 80 at fire rated openings.
  - 1. Set frames accurately in position, plumbed, leveled, aligned, and braced securely until permanent anchors are set. After wall construction is complete and frames properly set and secured, remove temporary braces, leaving surfaces smooth and undamaged. Shim as necessary to comply with installation tolerances.
  - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
  - 3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar.
  - 4. Grout Requirements: Do not grout head of frames unless reinforcing has been installed in head of frame. Do not grout vertical or horizontal closed mullion members.
- C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.
  - 1. Non-Fire-Rated Standard Steel Doors:
    - a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.
    - b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
    - c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
    - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.
  - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- D. Field Glazing: Comply with installation requirements in Division 08 Section "Glazing" and with hollow metal manufacturer's written instructions.

### 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.



- B. Remove grout and other bonding material from hollow metal work immediately after installation.
- C. Prime-Coat and Painted Finish Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat, or painted finishes, and apply touchup of compatible air drying, rust-inhibitive primer, zinc rich primer (exterior and galvanized openings) or finish paint.

### 3.5 FIELD QUALITY CONTROL

- A. Field Inspection (Punch Report): Reference Division 01 Sections "Closeout Procedures". Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed, operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.
  - 1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

END OF SECTION 08 1113

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SECTION 08 7100  
DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
  - 1. Swinging doors.
  - 2. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
  - 1. Mechanical door hardware.
  - 2. Electromechanical door hardware.
  - 3. Cylinders specified for doors in other sections.
- C. Related Sections:
  - 1. Division 08 Section "Hollow Metal Doors and Frames".
  - 2. Division 08 Section "Flush Wood Doors" (on Drawings).
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
  - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
  - 2. ICC/IBC - International Building Code.
  - 3. NFPA 70 - National Electrical Code.
  - 4. NFPA 80 - Fire Doors and Windows.
  - 5. NFPA 101 - Life Safety Code.
  - 6. NFPA 105 - Installation of Smoke Door Assemblies.
  - 7. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:
  - 1. ANSI/BHMA Certified Product Standards - A156 Series.
  - 2. UL10C - Positive Pressure Fire Tests of Door Assemblies.
  - 3. ANSI/UL 294 - Access Control System Units.

4. UL 305 - Panic Hardware.
5. ANSI/UL 437- Key Locks.

### 1.3 SUBMITTALS

- A. **Product Data:** Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. **Door Hardware Schedule:** Prepared by or under the supervision of supplier, detailing, fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
  1. **Format:** Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
  2. **Organization:** Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
  3. **Content:** Include the following information:
    - a. Type, style, function, size, label, hand, and finish of each door hardware item.
    - b. Manufacturer of each item.
    - c. Fastenings and other pertinent information.
    - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    - e. Explanation of abbreviations, symbols, and codes contained in schedule.
    - f. Mounting locations for door hardware.
    - g. Door and frame sizes and materials.
    - h. Warranty information for each product.
  4. **Submittal Sequence:** Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. **Shop Drawings:** Details of electrified access control hardware indicating the following:
  1. **Wiring Diagrams:** Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:

- a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
    - b. Complete (risers, point-to-point) access control system block wiring diagrams.
    - c. Wiring instructions for each electronic component scheduled herein.
  2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.
- D. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- E. Informational Submittals:
1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Procedures.
- B. Project Record Documents: Provide record documentation of as-built door hardware sets in digital format (.pdf, .docx, .xlsx, .csv) and as required in Division 01, Project Record Documents.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).
- C. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

- D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- E. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
  - 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
- F. Each unit to bear third party permanent label indicating compliance with the referenced testing standards.
- G. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
  - 1. Function of building, purpose of each area and degree of security required.
  - 2. Plans for existing and future key system expansion.
  - 3. Requirements for key control storage and software.
  - 4. Installation of permanent keys, cylinder cores and software.
  - 5. Address and requirements for delivery of keys.
- H. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
  - 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
  - 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
  - 3. Review sequence of operation narratives for each unique access controlled opening.
  - 4. Review and finalize construction schedule and verify availability of materials.
  - 5. Review the required inspecting, testing, commissioning, and demonstration procedures

- I. At completion of installation, provide written documentation that components were applied according to manufacturer's instructions and recommendations and according to approved schedule.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

#### 1.7 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.
- C. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

#### 1.8 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:

1. Structural failures including excessive deflection, cracking, or breakage.
  2. Faulty operation of the hardware.
  3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  4. Electrical component defects and failures within the systems operation.
- C. Warranty Period: Unless otherwise indicated, warranty shall be one year from date of Substantial Completion.

## 1.9 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- B. Storm Shelter Openings: Furnish a complete set of operational and maintenance instructions as needed for Owner's continued adjustment, maintenance, and repairs of door hardware as required by ICC 500 (2020), ICC/NSSA Standard for the Design and Construction of Storm Shelters.

## PART 2 - PRODUCTS

### 2.1 BUTT HINGES

- A. Hinges: ANSI/BHMA A156.1 butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.
1. Quantity: Provide the following hinge quantity:
    - a. Two Hinges: For doors with heights up to 60 inches.
    - b. Three Hinges: For doors with heights 61 to 90 inches.
    - c. Four Hinges: For doors with heights 91 to 120 inches.
    - d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
  2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
    - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
    - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
  3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
    - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.



- b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
- 4. Hinge Options: Comply with the following:
  - a. Non-removable Pins: With the exception of electric through wire hinges, provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for all out-swinging lockable doors.
- 5. Manufacturers:
  - a. Hager Companies (HA) - BB Series, 5-knuckle.
  - b. Ives (IV) - 5BB Series, 5-knuckle.
  - c. McKinney (MK) - TA/T4A Series, 5-knuckle.

## 2.2 CONTINUOUS HINGES

- A. Continuous Geared Hinges: ANSI/BHMA A156.26 Grade 1-600 continuous geared hinge. with minimum 0.120-inch thick extruded 6063-T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Factory trim hinges to suit door height and prepare for electrical cut-outs.
  - 1. Where specified, provide modular continuous geared hinges that ship in two or three pieces and form a single continuous hinge upon installation.
  - 2. Manufacturers:
    - a. Hager Companies (HA).
    - b. Ives (IV).
    - c. Select Hinges (SL).
- B. Pin and Barrel Continuous Hinges: ANSI/BHMA A156.26 Grade 1-600 pin and barrel continuous hinges with minimum 14 gauge Type 304 stainless steel hinge leaves, concealed stainless pin, and twin self-lubricated nylon bearings at each knuckle separation. Factory trim hinges to suit door height and prepare for electrical cut-outs.
  - 1. Manufacturers (Storm Shelter Assemblies):
    - a. Markar Products; ASSA ABLOY Architectural Door Accessories (MR).
    - b. No Substitution.

## 2.3 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.

1. Manufacturers:
    - a. ASSA ABLOY ACCENTRA, formerly known as Yale (YA).
    - b. Match Existing, Field Verify.
  - B. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:
    1. Threaded mortise cylinders with rings and cams to suit hardware application.
    2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
    3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
    4. Tubular deadlocks and other auxiliary locks.
    5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
    6. Keyway: Match Facility Standard.
  - C. Keying System: Each type of lock and cylinders to be factory keyed.
    1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.
    2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
    3. New System: Key locks to a new key system as directed by the Owner.
  - D. Key Quantity: Provide the following minimum number of keys:
    1. Change Keys per Cylinder: Two (2)
    2. Master Keys (per Master Key Level/Group): Five (5).
    3. Construction Keys (where required): Ten (10).
  - E. Construction Keying: Provide construction master keyed cylinders.
  - F. Key Registration List (Bitting List):
    1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
    2. Provide transcript list in writing or electronic file as directed by the Owner.
- 2.4 KEY CONTROL
- A. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.

1. Manufacturers:

- a. Lund Equipment (LU).
- b. MMF Industries (MM).
- c. Telkee (TK).

2.5 CYLINDRICAL LOCKS AND LATCHING DEVICES

- A. Cylindrical Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.2, Series 4000, Operational Grade 1 Certified Products Directory (CPD) listed cylindrical locksets. Listed manufacturers shall meet all functions and features as specified herein.

1. Manufacturers:

- a. ASSA ABLOY ACCENTRA, formerly known as Yale (YA) - 5400LN Series.
- b. No Substitution.

2.6 MULTI-POINT LOCKS AND LATCHING DEVICES

- A. Multi-Point Locksets, Storm Shelter: Provide ANSI/BHMA A156.37, Series 1000, Operational Grade 1 and Security Grade 1 Certified Products Directory (CPD) listed multi-point locksets. Listed manufacturers shall meet all functions and features as specified herein.

1. Provide locksets with functions and features as follows:

- a. Where required by code, provide knurling or abrasive coating on all levers leading to hazardous areas.
- b. Meets UL and CUL Standard 10C Positive Pressure, Fire Test of Door Assemblies with levers that meet A117.1 Accessibility Code.
- c. Meets Florida Building Code FL2998 and UL Certification Directory ZHEM.R21744 for latching hardware for hurricane requirements.
- d. Approved for usage as part of a complete ICC 500 (2020) and door, frame, and hardware assemblies for storm shelter components.
- e. Lever torque to retract all bolts less than 28 in.lb.
- f. Cycle tested to 1,000,000 cycles.
- g. Seven-year limited warranty for mechanical functions.

2. Manufacturers:

- a. Corbin Russwin Hardware (RU) - FE6600 Series.
- b. Sargent Manufacturing (SA) - FM7300 Series.

## 2.7 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
  - 1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
  - 2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
  - 3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
  - 4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.
- B. Standards: Comply with the following:
  - 1. Strikes for Mortise Locks and Latches: BHMA A156.13.
  - 2. Strikes for Bored Locks and Latches: BHMA A156.2.
  - 3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
  - 4. Dustproof Strikes: BHMA A156.16.

## 2.8 CONVENTIONAL EXIT DEVICES

- A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:
  - 1. Exit devices shall have a five-year warranty.
  - 2. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
  - 3. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.
  - 4. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
  - 5. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
  - 6. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
    - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.

- b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.
  - 7. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
  - 8. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.
  - 9. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
  - 10. Rail Sizing: Provide exit device rails factory sized for proper door width application.
  - 11. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
- B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed exit devices. Listed manufacturers shall meet all functions and features as specified herein.
- 1. Electromechanical exit devices shall have the following functions and features:
    - a. Universal Molex plug-in connectors that have standardized color-coded wiring and are field configurable in fail safe or fail secure and operate from 12vdc to 24vdc regulated.
    - b. EcoFlex or equivalent technology that reduces energy consumption up to 92% as certified by GreenCircle.
    - c. Options to be available for request-to-exit or enter signaling, latchbolt and touchbar monitoring.
    - d. Field configurable electrified trim to fail-safe or fail-secure that operates from 12-24VDC.
    - e. Five-year limited warranty for electromechanical features.
  - 2. Manufacturers:
    - a. ASSA ABLOY ACCENTRA, formerly known as Yale (YA) - 7000 Series.
    - b. dormakaba BEST (PR) - Apex 2000 Series.
    - c. Von Duprin (VD) – 33/99 Series.
- C. Conventional Push Rail Exit Devices (Commercial Duty): ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed exit devices. Listed manufacturers shall meet all functions and features as specified herein. Listed manufacturers shall meet all functions and features as specified herein.
- 1. Manufacturers:
    - a. ASSA ABLOY ACCENTRA, formerly known as Yale (YA) - 6000 Series.
    - b. dormakaba (K2) - QED110 Series.
    - c. Von Duprin (VD) - 22 Series.

## 2.9 SURFACE DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.
  2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
  3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ANSI ICC/A117.1.
  4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
  5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
  6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
- B. Door Closers, Surface Mounted (Large Body Cast Iron): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control.
1. Large body cast iron surface mounted door closers shall have a 30-year warranty.
  2. Manufacturers:
    - a. LCN Closers (LC) - 4040XP Series.

## 2.10 ARCHITECTURAL TRIM

- A. Door Protective Trim
1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
  2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.

3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
4. Protection Plates: ANSI/BHMA A156.6 protection plates (kick, armor, or mop), fabricated from the following:
  - a. Stainless Steel: 300 grade, 050-inch thick.
5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
6. Manufacturers:
  - a. Hager Companies (HA).
  - b. Rockwood (RO).
  - c. Trimco (TC).

## 2.11 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
  1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
  1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NFPA 252, Standard Methods of Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Manufacturers:

1. National Guard Products (NG).
2. Pemko (PE).
3. Zero (ZE).

## 2.12 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

## 2.13 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

### 3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.



### 3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
  - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
  - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
  - 2. DHI TDH-007-20: Installation Guide for Doors and Hardware.
  - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
  - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- D. Push Plates and Door Pulls: When through-bolt fasteners are in the same location as a push plate, countersink the fasteners flush with the door face allowing the push plate to sit flat against the door.
- E. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- F. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

### 3.4 FIELD QUALITY CONTROL

- A. Field Inspection (Punch Report): Reference Division 01 Sections "Closeout Procedures". Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed, operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.

1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

### 3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

### 3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

### 3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

### 3.8 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
  1. Quantities listed are for each pair of doors, or for each single door.
  2. The supplier is responsible for handing and sizing all products.
  3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
  4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.

B. Manufacturer's Abbreviations:

1. MK - McKinney
2. MR - Markar
3. PE - Pemko
4. RI - RITE Door
5. YA - ASSA ABLOY ACCENTRA
6. RU - Corbin Russwin
7. RS - RITE Slide
8. HS - HES
9. RO - Rockwood
10. RF - Rixson
11. LC - LCN Closers
12. SU - Securitron
13. AK - Alarm Controls
14. OT - Other

**Hardware Sets**

**Set: 1.0**

Doors: 118

Description: ICC 500 Storm Shelter - Single Use Restroom

1 Continuous Hinge	HG305 x Door Height	630	MR
1 Multi-Point Lock	FE6630 NSA M19V	626	RU
1 Closer	DC8210 A11 M54	689	RU
1 Kick Plate	K1050 WS 10" height x CSK x BEV	US32D	RO
1 Gasketing	S773D (Head & Jambs)		PE

Notes:

Door, frame and hardware are supplied as a complete opening assembly. Hardware listed must be used with Curries or CECO "StormPro" door package.

Bottom strike to be mounted directly to the concrete floor. Door will have a 3/8" undercut.

**Set: 2.0**

Doors: 125A, 125B, 140B

Description: Exterior HM - Panic Egress - Access Control Function

3 HW Hinge, Full Mortise (SS)	T4A3386 NRP (size per spec)	US32D	MK
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1 Rim Exit Device, Nightlatch	6100ED 632F	630	YA
1 Rim Cylinder	Match Existing System	626	YA
1 Bridge Rectifier	2005M3		HS
1 Electric Strike - Exit Device	9500	630	HS
1 Closer w/ Stop	4040XP .SCUSH	.689	LC
1 Kick Plate	K1050 10" height x CSK x BEV	US32D	RO
1 Gasketing	303APKTST		PE
1 Rain Guard	346A		PE
1 Sweep	345APK TKSP		PE
1 Wiring Harness - Frame	QC-C3000P		MK
1 Kantech Reader	by Security Contractor	BLK	HD
1 Position Switch	DPS-M		SU
1 Power Supply	by Security Contractor		SU

Notes:

Entry by valid input at reader to release electric strike or manual key.  
Free egress at all times. Door position switch to monitor opening status.

**Set: 3.0**

Doors: 101A

Description: Existing Exterior Aluminum Storefront - Access Control x Lockdown Function

1 Continuous Hinge	CFMxxSLF-HD1-M PT		PE
1 Elec Rim Exit Device, EL/RX/NL	7200 B MELR 121NL	630	YA
1 Rim Cylinder	Match Existing System	626	YA
1 Pull	RM201 Mtg-Type 12XHD	US32D	RO
1 Conc Overhead Stop	6-336	630	RF
1 Closer (Top Jamb)	4040XP .LONG	.689	LC
1 Closer Mtg Plate	4040XP-18TJ	.689	LC
1 Seals, Sweeps & Astragal(s)	By Aluminum Door Mfr.		
1 Threshold	171A FHSL14SS		PE
1 Wiring Harness - Frame	QC-C3000P		MK
1 Wiring Harness - Door	QC-CxxxP length as req'd		MK
1 Kantech Reader	by Security Contractor	BLK	HD
1 Position Switch	DPS-M		SU
1 Pushbutton	PBA (toggle)		SU
1 Power Supply	AQD x amps/options req'd		SU

Notes:

Entry by valid input at reader to retract latch or manual key when locked. Free egress at all times.

Push / Pull operation as required by timed unlock of electronic exit device.  
Push button switch located in Vestibule will cut power to electronic exit device to lock door in emergency. Door remains locked/unpowered until button is pushed again.  
Door position switch to monitor opening status. Exit device has RX option to signal egress.  
Coordinate with electrical and security contractors.

**Set: 4.0**

Doors: 107

Description: Storeroom Function x Overhead Stop

3 Hinge, Full Mortise	TA2714 NRP (size per spec)	US26D MK
1 Storeroom Lock	AU 5405LN	626 YA
1 Surf Overhead Stop	10-336	652 RF
3 Silencer	608/609 as req'd	RO

**Set: 4.0A**

Doors: 108, 121A, 121B

Description: Storeroom Function x Overhead Stop

6 Hinge, Full Mortise	TA2714 NRP (size per spec)	US26D MK
1 Storeroom Lock	AU 5405LN	626 YA
2 Surf Overhead Stop	10-336	652 RF
6 Silencer	608/609 as req'd	RO

**Set: 5.0**

Doors: 126, 128, 129

Description: Storeroom Function

3 Hinge, Full Mortise	TA2714 (size per spec)	US26D MK
1 Storeroom Lock	AU 5405LN	626 YA
1 Door Stop	400 series as req'd	US32D RO
3 Silencer	608/609 as req'd	RO

**Set: 6.0**

Doors: 103, 104, 105, 106, 110, 111, 112, 113, 114, 115, 116, 117, 119, 120

Description: Office Function

3 Hinge, Full Mortise	TA2714 (size per spec)	US26D MK
1 Entry Lock	AU 5407LN	626 YA
1 Door Stop	400 series as req'd	US32D RO

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3 Silencer	608/609 as req'd	RO
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**Set: 7.0**

Doors: 109

Description: Classroom Function

3 Hinge, Full Mortise	TA2714 (size per spec)	US26D MK
1 Classroom Lock	AU 5408LN	626 YA
1 Door Stop	400 series as req'd	US32D RO
3 Silencer	608/609 as req'd	RO

**Set: 8.0**

Doors: 131, 132, 133, 134, 135, 136, 137, 124, 122

Description: Privacy Function x Closer - Restroom

3 Hinge, Full Mortise (SS)	TA2314 (size per spec)	US32D MK
1 Privacy Lock	AU 5402LN	626 YA
1 Closer - Pull Side	4040XP .REGARM .TBWMS	.689 LC
1 Kick Plate	K1050 10" height x CSK x BEV	US32D RO
1 Door Stop	400 series as req'd	US32D RO
1 Gasketing	S773D (Head & Jambs)	PE
1 Coat Hook	806	US26D RO

**Set: 9.0**

Doors: 102

Description: Privacy Function

3 Hinge, Full Mortise	TA2714 (size per spec)	US26D MK
1 Privacy Lock	AU 5402LN	626 YA
1 Door Stop	400 series as req'd	US32D RO
1 Gasketing	S773D (Head & Jambs)	PE
1 Coat Hook	806	US26D RO

**Set: 10.0**

Doors: 101B, 140A

Description: Access Control Function x Closer - Inswing

3 Hinge, Full Mortise	TA2714 (size per spec)	US26D MK
1 Storeroom Lock	AU 5405LN	626 YA

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1 Electric Strike – Lock	4500C	630	HS
1 Bridge Rectifier	2005M3		HS
1 Closer – Pull Side	4040XP .REGARM .TBWMS	.689	LC
1 Kick Plate	K1050 10" height x CSK x BEV	US32D	RO
1 Door Stop	400 series as req'd	US32D	RO
3 Silencer	608/609 as req'd		RO
1 Wiring Harness – Frame	QC-C3000P		MK
1 Kantech Reader	By Security Contractor	BLK	HD
1 Power Supply	By Security Contractor		SU

Notes: Entry by valid input at reader to release electric strike or manual key. Free egress at all times.  
Coordinate with electrical and security contractor.

END OF SECTION 08 7100

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SECTION 10 5113  
METAL LOCKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Law enforcement lockers.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of metal locker.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of metal locker.
- B. Shop Drawings: For metal lockers.
  - 1. Include plans, elevations, sections, details, and attachments to other work.
  - 2. Show locker trim and accessories.
  - 3. Include locker identification system and numbering sequence.
- C. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For adjusting, repairing, and replacing locker doors and latching mechanisms to include in maintenance manuals.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver metal lockers until spaces to receive them are clean, dry, and ready for their installation.

1.6 FIELD CONDITIONS

- A. Field Measurements: Verify actual dimensions of recessed openings by field measurements before fabrication.

1.7 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of work specified in other Sections to ensure that metal lockers can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain metal lockers and accessories from single source from single locker manufacturer.

2.2 LAW ENFORCEMENT LOCKERS

- A. Products: Subject to compliance with requirements, provide one of the following:
  - 1. Southwest Solutions Group; Free Style Personal Storage Locker.
  - 2. Airflow; Sentinel Law Enforcement Lockers
  - 3. Approved equal.
- B. Locker Arrangement: 30" x 24" x 72"
  - 1. Bench Drawer and Hardwood Bench – 33" total depth.
  - 2. Provide adjustable shelves with integral garment hanger.
  - 3. Louvered doors and drawers.
  - 4. Power strip rail.

2.3 FABRICATION

- A. Fabricate metal lockers square, rigid, without warp, and with metal faces flat and free of dents or distortion. Make exposed metal edges safe to touch and free of sharp edges and burrs.
  - 1. Form body panels, doors, shelves, and accessories from one-piece steel sheet unless otherwise indicated.
  - 2. Provide fasteners, filler plates, supports, clips, and closures as required for complete installation.

- B. Fabricate each metal locker with an individual door and frame; individual top, bottom, and back; and common intermediate uprights separating compartments. Factory weld frame members of each metal locker together to form a rigid, one-piece assembly.
- C. Knocked-Down Construction: Fabricate metal lockers using nuts, bolts, screws, or rivets for nominal assembly at Project site.
- D. Continuous Base: Formed into channel or zee profile for stiffness and fabricated in lengths as long as practical to enclose base and base ends of metal lockers; finished to match lockers.
- E. Continuous Sloping Tops: Fabricated in lengths as long as practical, without visible fasteners at splice locations; finished to match lockers.
- F. Filler Panels: Fabricated in an unequal leg angle shape; finished to match lockers. Provide slip-joint filler angle formed to receive filler panel.

## 2.4 ACCESSORIES

- A. Fasteners: Zinc- or nickel-plated steel, slotless-type, exposed bolt heads; with self-locking nuts or lock washers for nuts on moving parts.
- B. Anchors: Material, type, and size required for secure anchorage to each substrate.
  - 1. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls for corrosion resistance.
  - 2. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine walls, floors, and support bases, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install lockers level, plumb, and true; shim as required, using concealed shims.

1. Anchor locker runs at ends and at intervals recommended by manufacturer, but not more than 36 inches (910 mm) o.c. Using concealed fasteners, install anchors through backup reinforcing plates, channels, or blocking as required to prevent metal distortion.
  2. Anchor single rows of metal lockers to walls near top of lockers and to floor.
- B. Knocked-Down Lockers: Assemble with standard fasteners, with no exposed fasteners on door faces or face frames.
- C. Equipment:
1. Attach door locks on doors using security-type fasteners.
  2. Identification Plates: Identify metal lockers with identification indicated on Drawings.
    - a. Attach plates to each locker door, near top, centered, with at least two aluminum rivets.
    - b. Attach plates to upper shelf of each open-front metal locker, centered, with at least two aluminum rivets.
- D. Trim: Fit exposed connections of trim, fillers, and closures accurately together to form tight, hairline joints, with concealed fasteners and splice plates.
1. Attach recess trim to recessed metal lockers with concealed clips.
  2. Attach filler panels with concealed fasteners. Locate filler panels where indicated on Drawings.
  3. Attach sloping-top units to metal lockers, with closures at exposed ends.

### 3.3 ADJUSTING

- A. Clean, lubricate, and adjust hardware. Adjust doors and latches to operate easily without binding.

### 3.4 PROTECTION

- A. Protect metal lockers from damage, abuse, dust, dirt, stain, or paint. Do not permit use during construction.
- B. Touch up marred finishes or replace metal lockers that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by locker manufacturer.

END OF SECTION 10 5113