PROJECT MANUAL for:

Regional Income Tax Agency

Worthington Office Renovation

Bid Documents

Date: 11/13/2026

Prepared by:

Triad Architects **ARCHITECTS**
COLUMBUS, OHIO

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REGIONAL INCOME TAX AGENCY

Request for Proposal

PREPARED BY:
Regional Income Tax Agency
760 Lakeview Plaza Blvd #400, Worthington, OH 43085

PROJECT TITLE:
Worthington Office Renovation

ISSUED DATE:
November 13, 2026

RESPONSES DUE DATE:
December 4, 2026 2:00 p.m.

REGIONAL INCOME TAX AGENCY

WORTHINGTON OFFICE RENOVATION

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RITA
REGIONAL INCOME TAX AGENCY

Ohio's Leader in Municipal Tax Collection & Administration, Serving Taxpayers & Local Governments ***Since 1971***

November 13, 2026

The Regional Income Tax Agency (RITA, the Agency) is seeking proposals for office renovations at 760 Lakeview Plaza Blvd #400, Worthington, OH 43085.

Proposals if submitted on paper are due in the offices of the Executive Director of the Regional Income Tax Agency, 760 Lakeview Plaza Blvd #400, Worthington, OH 43085 no later than 2:00 p.m. E.S.T., December 4, 2026. Proposals should be dropped off at the employee entrance located at the north door. Bidders may utilize the call button between the hours of 9:00 a.m. and 4:00 p.m. RITA prefers that proposals be submitted electronically using both Word and PDF formats.

If any part of your proposal is printed and delivered to RITA the envelopes shall be clearly marked "Worthington Office Renovations". All proposals must conform to the requirements of the Request for Proposals (RFP).

Copies of the RFP will be on file for inspection and may be obtained at the offices of the Regional Income Tax Agency. Digital documents may be obtained from Triad Architects at no charge.

If your firm intends to submit a proposal, please execute the attached Non-Disclosure Agreement.

Providers shall aggregate their requests for clarification, and submit them via e-mail to Aaron Stant via e-mail at **astant@triadarchitects.com**. Submissions should be no later than November 30, 2026. Such requests for clarification, and Triad's responses, will be supplied in writing to all parties that have received copies of the RFP, without identifying the source of the inquiry.

The Agency reserves the right to reject any and all proposals, or any part of any proposals, or to waive informalities or defects in proposals, as the Board of Trustees of the Agency deems to be in the best interest of the Agency.

Cordially,

Amy L. Arrighi
Executive Director

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT ("MNDA") is by and between the Regional Income Tax Agency ("RITA") and (" ") (collectively the "Parties") and is effective as of the date of the last signature below. The Parties have, or are exploring the possibility of, a business relationship that may involve the disclosure of Confidential Information (as subsequently defined herein). In cases when the Parties are exploring a future business relationship, entering into this MNDA is not a commitment to entering into a contractual relationship. A party disclosing Confidential Information to the other shall be referenced as a "Disclosing Party," and the party receiving such Confidential Information shall be referenced as "Recipient."

Each party acknowledges that it may not disclose any Confidential Information that it and its officers, directors, employees, partners, members, managers, agents, advisors, contractors, affiliates or consultants (collectively "Representatives"), may obtain, receive or access as a result of transactions and/or dealings with the other party, except to the extent permitted hereby. Confidential information shall include all information, whether in writing or other means and whether or not marked identifying it as confidential, that the Disclosing Party furnishes or provides either directly or indirectly, to the Receiving Party, including, but not limited to: (i) business, financial and technical information of any kind, including business organization, financial condition, business forecasts, reports, forecasts, prices, cost, vendor, customer information and consumer data and information; (ii) plans, research, software, inventions and invention disclosures, formulae and equipment; (iii) employee and personnel data; (iv) systems design, systems planning, technical data, research and development efforts, unannounced products, designs, methods, techniques, trade secrets, processes, know-how and internal business practices learned through the performance of this MNDA, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing; and (v) third party information of any type, including confidential taxpayer information as defined by local, state and federal law (collectively, "Confidential Information").

Recipient understand and agrees that it and its Representatives shall not disclose the Confidential Information of Disclosing Party to any third party without the prior, written consent of Disclosing Party.

Recipient shall keep confidential all documents, records, notebooks, correspondence and the like, referencing Confidential Information and such documents, records, notebooks, correspondence and the like shall be kept separate and segregated from other work product. All right, title and interest in Confidential Information belongs to Disclosing Party, and all forms of Confidential Information, including copies thereof, whether created or prepared by either party or by another, shall be delivered to Disclosing Party.

Each party agrees to take all precautions and any action necessary to prevent confidential taxpayer information from being acquired, accessed, used, duplicated, transmitted, stored or disclosed by it or its Representatives for any purpose other than as authorized by law. In no event shall a party disclose for any unauthorized purpose confidential taxpayer information. Each party acknowledges that it may be subject to criminal and financial sanctions by doing so.

Recipient shall promptly notify Disclosing Party upon discovery of any unauthorized access, use or disclosure of Confidential Information, or any other breach of this MNDA, by it or any of its Representatives, and will cooperate with Disclosing Party to help regain possession of the Confidential Information and prevent its unauthorized access, use or further disclosure. The

Parties agree that breach of this MNDA may cause irreparable harm for which monetary damages are an insufficient remedy. As such, Recipient shall be responsible for any breach of this MNDA by it or its Representatives and Disclosing Party is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

Notwithstanding the foregoing, in the event that Recipient or any of its Representatives is requested or required by applicable law, order, regulation, subpoena or other legal process or by a governmental or regulatory agency or authority to disclose any Confidential Information (the "Request or Demand"), Recipient shall provide Disclosing Party with prompt written notice (email being sufficient), unless notice is prohibited by the Request or Demand, so that Disclosing Party may seek a protective order or other appropriate remedy at its sole expense.

Neither party may assign or transfer this MNDA or any of its rights, powers, or privileges hereunder or delegate any of its obligations hereunder without the prior written consent of the other party. No permitted assignment will relieve the assigning party of its obligations hereunder with respect to the other party's Confidential Information received by it prior to such assignment. Any assignment in violation of this MNDA will be void. Subject to the foregoing, this MNDA will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assigns.

This MNDA shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to its conflicts of laws principles or rules. This MNDA may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same agreement. Facsimile, portable document format (a/k/a ".pdf") and any other electronic signature on any counterpart hereof shall be deemed to be a true and legally binding signature with the same force and effect as an original.

Regional Income Tax Agency

By:_____	By: _____
Printed Name: Amy L. Arrighi	Printed Name: _____
Title: Executive Director	Title:_____
Date: _____	Date: _____

Proposal Instructions

Proposals must be received by the Executive Director, Regional Income Tax Agency, by 2:00 p.m. E.S.T., December 4, 2026. Proposals shall be emailed to rfp@ritaohio.com. If portions of the proposal cannot be emailed then submit these portions in sealed envelopes addressed to:

Executive Director
Regional Income Tax Agency
760 Lakeview Plaza Blvd #400
Worthington, OH 43085

If the proposal or any part of the proposal is submitted on paper it shall have marked on the outside of the envelope "**Worthington Office Renovations".**

It is RITA's intention to enter into a contract as soon as practical after the proposals are evaluated and Board approval is received. The successful vendor shall enter into a contract with the Regional Income Tax Agency within ten days of the notification of award or as soon as practical thereafter as determined by RITA. Implementation work is expected to begin no later than December 2026.

Proposals will be evaluated on several factors including the degree of fit to the requirements and cost.

The Agency is not responsible for any costs incurred by the respondent in preparation of a proposal. The Agency reserves the right to reject any and all proposals, or any part of any proposal, or to waive informalities or defects in proposals, as the Board of Trustees of the Agency shall deem to be in the best interest of the Agency. By submitting a proposal, each respondent is ensuring that complete confidentiality of all Agency information will be maintained by all vendor personnel.

By submitting a proposal, each respondent is ensuring that he/she is an Equal Opportunity Employer and that his/her employees and applicants for employment are not discriminated against because of their race, color, religion, national origin, disability, age, genetic information, military status or sexual orientation. By signing a contract with RITA, the successful vendor guarantees that he/she complies, or will comply with the above provision and all other applicable state and federal laws regarding public contract work, and agrees to indemnify and hold the Regional Income Tax Agency harmless from any claims or damages incurred against or by the Regional Income Tax Agency resulting from any non-compliance by the successful vendor.

The total estimated construction cost for the Work of the Project is $189,000.

By submitting a proposal, each respondent is declaring that they are not in arrears to RITA for municipal income taxes or any other obligation to the Agency.

NOTICE TO BIDDERS

Sealed proposals will be received by the Regional Income Tax Agency at 760 Lakeview Plaza Blvd #400, Worthington, OH 43085 until 2:00 PM local time, on December 4, 2026 and opened and publicly read immediately thereafter for all labor and materials necessary for Worthington Office Renovations, according to drawings and specifications prepared by Triad Architects, 614 942-1050. Bids received after this time will not be accepted. Subject to the right of the Owner to reject any or all bids, the Owner will award the contracts to the lowest responsible bidder.

Digital documents may be obtained from Triad Architects by emailing Aaron Stant at astant@triadarchitects.com.

Proposals shall be made in accordance with the Revised Code of Ohio on the forms included in the Project Manual. Each bid must be accompanied by a bid guaranty meeting the requirements described in the Instructions to Bidders.

A pre-bid meeting will be held at RITA's Worthington Office on November 17, 2026 at 2:00 p.m.

Bids shall be sealed and clearly marked: Worthington Office Renovations and addressed to: Regional Income Tax Agency at 760 Lakeview Plaza Blvd #400, Worthington, OH 43085, Attention: Amy L. Arrighi, Executive Director.

No bidder may withdraw his bid within 60 days after the actual date of the bid opening thereof.

The owner reserves the right to waive irregularities in bids, to reject any or all bids, and to conduct such investigation as necessary to determine the responsibility of any bidder submitting a bid.

INSTRUCTIONS TO BIDDERS

A. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents. By submitting its bid, each Bidder represents and agrees that based upon its careful and diligent review of the Contract Documents that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Architect in writing at least seven (7) days prior to the bid opening. If there are any inconsistencies in the Bid Documents, the Bidder will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistences, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such written notice to Architect within the time required for the Architect to prepare an addendum without extending the bid date. If the Architect, for any reason, does not prepare or issue an addendum, the Bidder shall interpret the Bid Documents to provide the greater quantity or the more stringent interpretation and will not be entitled to additional compensation for the lack of a response to a written notice.

2. Each Bidder shall have a competent person carefully and diligently inspect and examine the existing building, entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Bid Documents. The Bidder's bid shall include all costs attributable to existing building, site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.

3. The Bidder may rely upon the general accuracy of any technical data included in the Project Manual (e.g., soils exploration reports, soil boring logs or site survey) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any claim against the Owner or Design Professional, or any of their agents or employees, with respect to any of the following:

   (a) the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder, and safety precautions and programs incident thereto;

   (b) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

   (c) any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

B. ESTIMATE OF COST

1. The total estimated construction cost for the Work for the Project is $189,000

C. BID DOCUMENTS

1. Bid documents include the following:
   a. Notice to Bidders
   b. Instructions to Bidders
   c. Proposal Instructions
   d. Bid Form
   e. Bid Guaranty and Contract Performance and Payment Bond-Form
   f. Contractor's Personal Property Tax Affidavit-Form
   g. AIA Document A101 Owner-Contractor Agreement-Draft
   h. Contract Performance and Payment Bond-Form
   i. Notice of Award/Notice to Proceed-Draft
   j. Notice of Commencement -Draft
   k. General Conditions of the Contract for Construction (AIA Document A201-2017, as modified).
   l. Milestone Schedule
   m. Specifications
   n. Drawings
   o. Addenda
2. Bidders may obtain or view documents as indicated in the Notice to Bidders.
3. Bidders shall use complete sets of Bid Documents in preparing bids. Each Bidder shall have a competent person carefully and diligently inspect and examine the Bid Documents immediately upon receiving the Bid Documents to ensure that the Bid Documents are complete and accurate and have not been altered or supplemented with information not provided by the Owner or Architect. Each bidder shall confirm with the entity providing the Bid Documents that the Bid Documents are complete and accurate and have not been altered or modified with information not provided by the Owner or Architect. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete or altered sets of Bid Documents, or Bid Documents modified with information not provided by the Owner or Architect. By submitting a bid, each Bidder warrants that it has verified the accuracy and completeness of the Bid Documents in the manner provided by this paragraph.
4. The Owner or the Architect, in making the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

D. PREPARATION OF BIDS

1. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.
2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or

addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If both numbers and words are requested for any bid item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.

3. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum, or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed.
4. The Bid Form shall be signed with the name typed or printed below the signature. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. The Bidder shall take the following precautions in preparing its bid:
    a. Sign the bid and check to ensure all blank spaces have been filled in with requested information and that the specified accompanying documents have been included as described above.
    b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.
    c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Bid Documents.
    d.

E. METHOD OF AWARD

1. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid prior to that date.
2. The Owner reserves the right to reject any, part of any or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids, or to reject any incomplete or irregular bid. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
3. Determination of the Bidder Submitting the Lowest Responsible 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 responsible bid, taking into consideration accepted alternates. In evaluating bids, the Owner may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements and any alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of suppliers and distributors. The Owner may conduct such investigations as are deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed distributors and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents. The factors the Owner may consider in determining which Bidder submitted the lowest responsible bid include the factors set forth below. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate.

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

b. The Owner may consider the Bidder's prior experience on other projects with the Owner and Architect, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner and Architect.

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

d. The Bidder's financial ability to complete the Contract successfully and on time.

e. The Bidder's prior experience with similar work on comparable or more complex projects.

f. The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing claims and having claims filed against it.

g. The Bidder's equipment and facilities.

h. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.

i. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act.

j. The foregoing information with respect to each of the Subcontractors that the Bidder intends to use on the Project.

k. The Bidder's participation in a drug-free workplace program, and the Bidder's record for both resolved and unresolved findings for recovery as defined in Section 9.24 of the Ohio Revised Code.

l. Other essential factors, as the Owner may determine.

4. The failure to submit the requested information on a timely basis may result in the determination that the Bidder is not responsible.

5. By submitting its bid, the Bidder agrees that the Owner's determination of the lowest responsible bid shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the

Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees or agents that arise out of or are related to such challenge.

6. Within the time indicated on the Notice of Intent to Award, the apparent low Bidder will submit the following:
   a. The list of all proposed Subcontractors and Vendors.
   b. Schedule of Values prepared in accordance with Division 01 Section "Payment Procedures".
   c. Contractor's Personal Property Tax Affidavit: A copy of the form is included in the Project Manual.
7. No Bidder may withdraw its bid within sixty (60) days after the date bids are opened. The Owner reserves the right to waive any informalities or irregularities or to reject any or all bids.
8. 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.
9. Award of Contract. The award of the Contract will only be made pursuant to approval by the Board of Trustees of the Agency, and, in writing by a duly authorized representative of the Owner.

F. EXECUTION OF CONTRACT

1. Within the time designated by the Architect after award of the Contract, the successful Bidder shall execute and deliver to the Architect the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate.

G. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material are specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest responsible bid.
2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Architect a minimum of ten (10) working days before the bid date and hour. To facilitate the submission of requests, a Substitution Form is included in the Project Manual.
4. The Architect's decision concerning a substitution will be final.
5. The following will be cause for rejection of a proposed substitution:
   a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders.
   b. Requests submitted without adequate documentation.
   c. Requests not submitted within specified time.

6. When the Architect approves a substitution before receipt of bids, the approval will be included in an Addendum and bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
7. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
8. Following the award of the Contract, there shall be no substitutions for specified products, except pursuant to a Change Order. The Owner and the Architect in their sole discretion may decline to consider a substitution.

H. ALTERNATES

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

I. ADDENDA

1. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Bid Documents prior to the time set for receiving bids. The Architect will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Bid Documents.
2. Any explanation, interpretation, correction, or modification of the Bid Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall not be legally binding. All Addenda shall become a part of the Contract Documents.

3. Bidders shall submit written questions to the Architect at least 5 days in advance of the bid opening to allow sufficient time for the Architect to respond. All Addenda will be issued except as hereafter provided and emailed or otherwise furnished to persons who have obtained Bid Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays.
4. Copies of each Addendum will be distributed only to the Bidders to whom Bid Documents have been issued. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Architect prior to the bid opening to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Bid Documents and immediately bring to the attention of the Architect any error, omission, inconsistency, or ambiguity therein.
6. If a Bidder fails to indicate receipt of all Addenda issued by the Architect on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
    a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item or the Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

J. INTERPRETATION

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

K. TAX STATUS

1. The Owner is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the Contractor purchases for incorporation into the Project will be exempt from state sales and use taxes if the Contractor provides a properly completed sales tax exemption certificate to the material supplier. The Owner will execute properly completed certificates on request.

L. PREVAILING WAGES

1. Prevailing wages do apply to this Project. See Project Manual for prevailing wage schedules.

M. DEFECTS AND IRREGULARITIES

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

N. MODIFICATION/WITHDRAWAL OF BIDS

1. A Bidder may modify its bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled deadline for receipt of bids, provided such written communication is received by the Owner prior to the bid deadline. The written communication shall not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
2. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline established in the Notice to Bidders. The request to withdraw shall be made in writing to and received by the Owner prior to the bid deadline.
3. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid deadline; provided, however, that a Bidder may request withdrawal of its bid from consideration after the bid deadline when all of the following apply:
    a. The price bid was substantially lower than the other bids.
    b. The reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material.
    c. The bid was submitted in good faith.
    d. The Bidder provides written notice to the Owner. within two (2) business days after the bid deadline for which the right to withdraw is claimed.
4. No bid may be withdrawn under this provision if the result is the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
5. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest responsible bidder or the Owner may reject all bids and rebid the project.

O. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

1. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, no contractor or subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex,

disability as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color. The Bidder awarded a contract further agrees to indemnify and hold Owner harmless from any claims or damages incurred against or by Owner resulting from any non-compliance by the successful Bidder.

P. SECTION 9.24 OF THE REVISED CODE CERTIFICATION

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

END OF INSTRUCTIONS TO BIDDERS

BID FORM

Bid from:_____

To: Regional Income Tax Agency (RITA)

The undersigned, having carefully examined the premises and the Bid Documents, and having fully informed itself as to all laws, ordinances, and regulations affecting the work, will furnish all labor and materials and perform all work required for the construction of:

Worthington Office Renovation

Prepared by TRIAD Architects for the construction of said project and also having received, read, and taken into account all ADDENDA thereto as follows: (List the number of and date of each Addendum received)

ADDENDUM NUMBERS/DATE: _____

BID:

The Bidder's bid includes all the Work, as defined in the Bid Documents, for the work on which the Bidder is submitting its bid. Bidder is to fill in all blanks related to the bid that it is submitting. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deletion from the base bid amount. If there is no indication of whether the amount is an add or a deduct, it shall be conclusively assumed that the amount is a deduct. If there is a difference between the words and the figures, the worded amount shall govern.

Item 1 Base Bid:

TOTAL MATERIALS AND LABOR FOR THE SUM OF

_____ DOLLARS ($_____)

Item 1A Alternate 01: Removal and replacement of base bid electrical fixtures in addition to wall receptacles, switches, wall return grilles, floor box covers, receptacle plates, and blank cover plates.

TOTAL MATERIALS AND LABOR FOR THE SUM OF

ADD/DEDUCT _____ DOLLARS ($_____)
(CIRCLE ONE)

Item 1B Alternate 02: Installation of can lights and associated wiring and switches in Conference Room 101 as indicated on Drawings. Modification of existing can lights above Taxpayer Assist 118 desks and associated wiring and switches as indicated on Drawings.

TOTAL MATERIALS AND LABOR FOR THE SUM OF

ADD/DEDUCT _____ DOLLARS ($_____)
(CIRCLE ONE)

ITEM 3 INSTRUCTIONS FOR SIGNING

A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.

B. The person signing for a partnership must be a partner or his authorized representative.

C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.

D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

ITEM 4 BIDDER CERTIFICATIONS: The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

A. The Bidder represents, understands and agrees that a) the Claim procedures in the Modified General Conditions are material terms of the Bid Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.

B. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.

C. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Bid Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.

D. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.The Bidder agrees to furnish any information requested by the Design Professional or the Owner authorized representative to evaluate whether the Bidder is the lowest responsible bidder and that the bid is responsive to the requirements.

E. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in the Bidder's Affidavit are true and correct, to the best of the Bidder's knowledge and information.

F. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State

G. The Bidder acknowledges that the Owner expects and requires that the successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Architect, b) it will use its best efforts to cooperate with the Owner and the Architect and at

all times will act with professionalism and dignity in its dealings with the Owner and Architect c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her and d) it has read, understands and will comply with the terms of the Bid Documents.

LEGAL NAME OF BIDDER: _____

BIDDER IS: _____
(sole proprietor, partnership, corporation or other legal entity)

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

_____
(Name) (Title)

SIGNATURE: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FEDERAL TAX I.D. #: _____

DATE SIGNED: _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

_____
(Name)

_____
(Address)

_____
(Name)

_____
(Address)

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

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ _____ ("Contractor") as principal and _____ as sureties are hereby held and firmly bound unto Regional Income Tax Agency (RITA), Franklin County, Ohio, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____, 20__, to undertake Work in connection with the construction of Worthington Office Renovations ("Project"). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive Alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ _____ Dollars ($_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

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

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond. The said surety further stipulates that it is authorized to execute bonds in the State of Ohio and that the liability incurred is within the limits of Section 3929.02 of the Ohio Revised Code.

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

_____
(PRINCIPAL) (Seal)

By: _____

Printed Name & Title: _____

_____
Surety Company Name

_____
Surety Company Address

_____
Surety Company Phone Number

By: _____

Printed Name & Title: _____

_____
Name of Surety's Agent

_____
Surety's Agent's Address

_____
Surety's Agent's Telephone Number

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of _____
County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this _____ day of _____, 20 __,

_____
(Name of Contractor)

( ) is charged with delinquent personal property taxes on the general list of personal property as set forth below:

County	Amount (include total amount penalties and interest thereon)
Franklin County	$_____
_____ County	$_____
_____County	$_____
_____County	$_____

( ) is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

_____
(Affiant)

Sworn to and subscribed before me by the above-named affiant this _____ day of _____, 20___.

_____
(Notary Public)

My commission expires

_____, 20___

END OF SECTION

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the *Construction Contract/IPD Date* day of *Month* in the year *Year*
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

*Owner Name**Owner Legal Entity***
Owner Address
Owner Telephone Number
Owner Fax Number

and the Contractor:
(Name, legal status, address and other information)

*Contractor Name**Contractor Legal Entity***
Contractor Address
Contractor Telephone Number
Contractor Fax Number

for the following Project:
(Name, location and detailed description)

Project Name
Project Location
Detailed Description of Project

The Architect:
(Name, legal status, address and other information)

*Architect Name**Architect Legal Entity***
Architect Address
Architect Telephone Number
Architect Fax Number

The Owner and Contractor agree as follows.

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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Insert a date or a means to determine the date of commencement

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

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§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than *Number of calendar days - words* (*Number of calendar days*) calendar days from the date of commencement of the Work.

[ ] By the following date: *Substantial Completion date*

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be *Original Contract Sum in dollars - words* ($*Original Contract Sum in dollars*), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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Liquidated damages

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Other

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Period covered by each Application for Payment if other than one calendar month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the *Day of month on which Architect should receive Contractor's Application for Payment* day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the *Day of month on which Owner shall pay Contractor* day of the *same/following* month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than *Number of days allowed to pay Contractor after late Application for Payment is received - words* (*Number of days allowed to pay Contractor after late Application for Payment is received*) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Rate of retainage

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Items not subject to retainage

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Reduction or limitation of retainage

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Other conditions for release of retainage

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment

§ 5.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Interest rate (%) for overdue payments % *Basis of interest – per annum or monthly*

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Initial Decision Maker Name
Initial Decision Maker Address
Initial Decision Maker Telephone Number
Initial Decision Maker Fax Number

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

Other method of dispute resolution

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Termination fee

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Owner Representative's Name
Owner Representative's Address
Owner Representative's Telephone Number
Owner Representative's Fax Number
Owner Representative's Mobile Number
Owner Representative's Email Address

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Contractor Representative's Name
Contractor Representative's Address
Contractor Representative's Telephone Number
Contractor Representative's Fax Number
Contractor Representative's Mobile Number
Contractor Representative's Email Address

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Notice in electronic format

§ 8.7 Other provisions:

Other provisions

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

Date of building information modeling exhibit incorporated into this Agreement

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.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Date of AIA Document E204-2017

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Other documents

This Agreement entered into as of the day and year first written above.

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Signature	*Signature*
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY:*Printed Name*	BY:*Printed Name*
(Printed name and title)	*(Printed name and title)*

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CONTRACT PERFORMANCE AND PAYMENT BOND
(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor") as principal and _____ as sureties, are hereby held and firmly bound unto Regional Income Tax Agency, Franklin County, Ohio, (together referred to as the "Owner") as obligee, in the penal sum of _____ _____ Dollars ($_____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 20__, enter into a contract with the Owner for all Work in connection with the construction of the Worthington Office Renovation ("Project"), which said contract is made a part of this bond the same as though set forth herein:

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

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond. The surety further stipulates that it is authorized to execute bonds in the State of Ohio and that the liability incurred is within the limits of Section 3929.02 of the Revised Code.

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

_____
(PRINCIPAL) (Seal)

By: _____

Printed Name & Title: _____

_____
(SURETY) (Seal)

By: _____

Printed Name & Title: _____

_____
NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

_____

Surety's Agent's Telephone Number: _____

Ohio Department of TAXATION

STEC-CC
Rev. 11/10

Sales and Use Tax
Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name: Regional Income Tax Agency

Exact location of job/project: 760 Lakeview Plaza Blvd #400, Worthington, OH 43085

Name of job/project as it appears on contract documentation: Worthington Office Renovation

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

☐	Real property under a construction contract with the United States government, its agencies, the state of Ohio, or an Ohio political subdivision;	☒	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
☐	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	☐	A house of public worship or religious education;
☐	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised C ode (R.C.) section 5739.02(B)(12);	☐	A building under a construction contract with an organization exempt from taxation under Internal Revenue Code section 501(c)(3) when the building is to be used exclusively for the organization's exempt purposes;
☐	The original construction of a sports facility under R.C. section 307.696;	☐	A hospital facility entitled to exemption under R.C. section 140.08;
☐	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	☐	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name:

Signed by:

Title:

Street address:

City, state, ZIP code:

Date:

Subcontractor

Name:

Signed by:

Title:

Street address:

City, state, ZIP code:

Date:

Owner/Contractee

Name: Regional Income Tax Agency

Signed by:

Title:

Street address: 760 Lakeview Plaza Blvd #400

City, state, ZIP code: Worthington, OH 43085

Date:

Political Subdivision

Name: same as Owner/contractee

Signed by:

Title:

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NOTICE OF AWARD/NOTICE TO PROCEED

Date: <MONTH DAY, YEAR>

To Contractor: <COMPANY NAME>
<STREET ADDRESS>
<CITY, STATE ZIP CODE>

Project Name: **RITA – Worthington Office Renovation**
Design Professional: TRIAD Architects
172 E State St., Suite 600
Columbus, OH 43215

You are notified that your bid received on <DATE> for the above referenced Contract was considered and approved by the Regional Income Tax Agency (RITA) on <DATE>.

The Contract Sum for your work is <AMOUNT> for the base bid and Alternate(s) <# OF ALTERNATE ACCEPTED>:

A copy of the Notice of Commencement for Public Improvement is attached for your use. If you have not previously returned copies of the Owner/Contractor Agreement do so immediately. The Owner/Contractor Agreement will be effective only upon execution by the authorized representative of the Board.

To comply with Contract conditions, the following documents shall be prepared and delivered to RITA, unless previously submitted, within fifteen business days of receipt of this letter:

1. Schedule of Values prepared in accordance with Specification Division 01 Section "Payment Procedures".
2. Contractor's Construction Schedule prepared in accordance with Specification Division 01 Section "Construction Progress Documentation".
3. Schedule of Tests and Inspections in accordance with Specification Division 01 Section "Construction Progress Documentation".
4. Submittals Schedule prepared in accordance with Specification Division 01 Section "Submittal Procedures".

RITA staff looks forward to working with you toward the successful completion of this project. If you should have any questions, please let me know.
Sincerely,

Brett Tanner
Facilities Manager

cc: Aaron Stant – TRIAD Architects

Notice of Commencement of Public Improvement
State of Ohio Standard Forms and Documents

Notice is hereby given in accordance with Ohio Revised Code Section 1311.252 for the commencement of the Public Improvement identified as:

Project Name _____ Project Number _____

Project Location _____ Owner _____

County _____ Date of Contract* _____

*Date signed in Trade/GC Contracts by Attorney General or in CM/DB Agreements and GMP Amendments by OFCC Executive Director

Public Authority
The Public Authority responsible for the Public Improvement is:

Designated Representative
The representative to whom service of an affidavit of claim may be made pursuant to Revised Code Section 1311.26:

Contractor

Name _____

Address _____

City, State, ZIP _____

Delivery Model _____

Table of Sureties

Surety #		**Agent**	
Name		Name	
Address		Address	
City, State, ZIP		City, State, ZIP	

Affidavit

I certify or affirm that to the best of my knowledge, the information provided in this document is true and correct and that I am fully authorized to provide this Notice.

Affiant:
[NAME]

_____
[TITLE]

This Notice will be posted on the Project Site by the Contractor and available from the Public Authority at http://ofcc.ohio.gov/Opportunities.aspx (click on “Notices of Commencement”).

Multiple requirements noted to be by the Architect in this document have been delegated to the Owner. Refer to the Division 01 documents.

DRAFT

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

RITA – Worthington Office Renovation
760 Lakeview Plaza Blvd #400,
Worthington, OH 43085

THE OWNER:
(Name, legal status and address)

Regional Income Tax Agency
760 Lakeview Plaza Blvd #400,
Worthington, OH 43085

THE ARCHITECT:
(Name, legal status and address)

TRIAD Architects
172 E. State St., Ste 600
Columbus, OH 43215

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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™, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

DRAFT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

The definitions in this Section 1.1 apply throughout the Contract Documents.

§ 1.1.1 The Contract Documents

The Contract Documents are the Contract Documents identified in the Owner-Contractor Agreement. 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.

§ 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, paperwork, reports, documentation, other requirements, 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. The Work of the Contractor shall include the Work to facilitate the Work of all of its Subcontractors.

§ 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.

§ 1.1.9 Substantial Completion

Substantial Completion is the stage in the process of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy and utilize the Work and the Work is fit for its intended purpose. The Work shall be fit for its intended purpose if it is free from any defects or nonconformities that the Owner in its sole discretion determines to be too substantial to be addressed pursuant to the punchlist, and if the Contractor has provided all documentation required by the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, this shall include, but is not limited to, start up and successful testing of all systems and equipment.

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§ 1.1.10 Date for Substantial Completion
The Date for Substantial Completion is the Date for Substantial Completion as set forth in the Owner-Contractor Agreement. The Date for Substantial Completion will only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of any dates in the Construction Schedule.

§ 1.1.11 Final Completion
Final Completion shall mean that the Work is complete in all respects in accordance with the Contract Documents and the Contractor has submitted to the Architect all documents required to be submitted to the Architect for final payment.

§ 1.1.12 Date for Final Completion
The Date for Final Completion is the Date for Final Completion as set forth in the Owner-Contractor Agreement. The Date for Final Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of any dates in the Construction Schedule. The Date for Final Completion is not based in the actual Date of Substantial Completion.

§ 1.1.13 Finally Resolved
Finally Resolved means that the Initial Decision Maker has made a decision on a Claim under Section 15.2.6.1 of these General Conditions and that any litigation regarding the Claim has been concluded.

§ 1.1.14 Claim
Claim is defined in Article 15 of these General Conditions.

§ 1.1.15 Statement of Claim Form
Statement of Claim Form means the Notice of Claim Form included as an Exhibit to the Agreement or Project Manual.

§ 1.1.16 Separate Contractor
Separate Contractor is defined in Section 6.1.1 of these General Conditions

§ 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 whether or not expressly shown or described. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all and 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.

§ 1.2.4 In the event of inconsistencies within or between the Contract Documents, the Contractor must provide an RFI for clarification. The better qualified or greater quantity of Work and compliance with the stricter requirements was to be bid if not clarified during bidding.

§ 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.

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§ 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 Unless otherwise indicated in the Owner-Architect Agreement, 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 registered mail, by overnight delivery, 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

Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless already provided in the Agreement or the Contract Documents.

§ 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 protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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 may designate in writing a representative. The Owner's representative shall only have such authority as is expressly authorized by the Owner and as is permitted under the law of the State of Ohio. The Contractor is responsible for understanding the limits of that authority.

§ 2.1.2 The Owner may prepare a Notice of Commencement for the Project, as required by the Ohio Revised Code and shall furnish to the Contractor a copy of the Notice of Commencement for the Project, within fifteen days after receipt of a written request..

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§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 The Owner will complete the certificate(s) of available resources required by the Ohio Revised Code as evidence of available funds to fulfill the Owner's obligations under the Contract.

§ 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. All security related information shall be automatically deemed confidential.

§ 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, but not limited to, 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 agreement with the Architect is terminated, the Owner may employ a successor architect whose status under the Contract Documents will be that of the Architect.

§ 2.3.4 To the extent necessary for the Work and as requested by the Contractor, the Owner may 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 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 two (2) business days after receipt of notice from the Owner to commence or thereafter proceed without interruption to correct such default or neglect within fifteen (15) days of such notice, the Owner, without prejudice to its other remedies, may correct such deficiencies, If such default or neglect results in a threat to the safety of any person or property, the Contractor shall immediately commence to correct such default or neglect upon receipt of written or oral notice thereof. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. In all such cases of default or neglected, an appropriate Change Order shall be issued deducting from payments then or thereafter due the contractor the costs arising out of or related to the investigation and correction of such deficiencies, including Owner's attorneys' and consultants' fees and expenses and other expenses and compensation for the Architect's additional services made necessary by such default, neglect, or

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failure. If current and future payments due to Contractor 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 and shall comply with all rules, regulations, and policies of the Owner and all applicable federal, State, and local codes, statutes, ordinances, and regulations in the performance of the Work on the Project. Without limiting the contractor's obligation to know and follow the Owner's policies, the Contractor acknowledges that the Owner has a policy against citizens other than law enforcement officers carrying weapons or concealed or otherwise onto its property.

§ 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 Agreement by the Contractor is a representation that the Contractor has visited the site, carefully and diligently investigated the entire site and the surrounding area, including location, condition, and layout of the site and utility locations, became thoroughly familiar with local conditions under which the Work is to be performed, including the generally occurring climatic conditions and carefully correlated personal observations and other information 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 and in addition to the reviews required by the Contract Documents, including these General Conditions , 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 In addition, prior to performing each portion of its Work, the Contractor 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, including the Work of any other contractors or Separate Contractors. Contractor must take video and photographs of any damaged or defective pre-existing work, otherwise such damaged or defective work shall be conclusively presumed to be the responsibility of the Contractor. Contractor must include this documentation activity in the activities set forth in its schedule. These obligations of this Section 3.2 are for the purposes of facilitating construction by the Contractor, for determining that the Work is constructible, for determining if the work of the Contractor is coordinated in the Contract Documents with the Work of any contractors or Separate Contractors, are consistent with the information in the Contract Documents and ready for the Work. These obligations are not for the purpose of discovering errors, omissions, or inconsistencies errors or omissions in the sizing, load bearing capacity or other similar design information in the Contract Documents; however, the Contractor shall promptly report to the Architect and the Owner any inconsistencies, errors, or omissions in the sizing, load bearing capacity, or other design information in the Contract Documents discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.3 Additionally, prior to performing each portion of the Work, Contractor shall have a competent person review the Contract Documents for compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and shall immediately report in writing any conflicts with such laws, statutes, ordinances, building codes, and rules and regulations to the Architect and the Owner.

§ 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.

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§ 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 and consistent with the skill of a competent contractor. 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 Documents. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and excepted as stated below, shall be fully and 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 not proceed with that portion of the Work without further instructions from the Architect. The Contractor 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. The Contractor shall immediately upon entering the Project for the purpose of beginning work, locate all general reference points and take such action as necessary to prevent their destruction. The demolition work, utilities, and any other work to be responsible for all lines, elevations, and measurements of the building, demolition work, utilities, and any other work to be executed by him under the contract. The Contractor shall verify grades, lines, levels, and dimensions indicted on the drawings and shall notify the Architect of errors or inconsistencies before commencing work. The Contractor shall establish and maintain a permanent benchmark, batter boards, level, and grades and shall lay out the exact location of all walls, partitions, openings, etc. The Contractor shall employ experienced and competent engineers and exercise proper precautions to verify the figures shown on the drawings for laying out work and will be held responsible for any error resulting from his failure to exercise such precautions.

§ 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, which the Owner may withhold in its sole discretion, 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 only assign competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks assigned. If the Owner or Architect deems any employee of the Contractor or a Subcontractor unsatisfactory, the Contractor will transfer or require its Subcontractor to transfer such employee from the Project immediately and replace or require the prompt replacement of such employee with a competent employee. The Owner, however, shall be under no obligation to do so.

§ 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

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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.

§ 3.5.1.1 If the Contractor breaches any of its obligations under section 3.5.1, the Contractor will pay the Owner for its damages and expenses, including, but not limited to, attorneys' and consultants' fees and expenses, arising out of or related to such breach. The Contractor's obligation under this section 3.5.2 shall be joint and several.

§ 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. If the Contractor breaches any of its obligations under Section 3.5.1, the Contractor will pay the Owner for its damages and expenses, including, but not limited to, attorneys' and consultants' fees and expenses, arising out of or related to such breach.

§ 3.5.3 Except to the extent that the Contractor has notified the Architect in writing at least ten (10) days prior to the bid opening of specific problems with specified equipment or materials, the Contractor warrants that any equipment or materials selected by it from among the equipment or specified will be fit for its intended purposes, compatible with the design intent, and constructible all without additional cost to the Owner.

§ 3.5.4 Additional Warranties. The Contractor gives the Owner the following additional warranties:

1. If the Contractor's Work includes all or part of the exterior roofing system, provided that the Architect has designed the roofing system to be weather tight, the contractor warrants that the roofing system will be weather tight; and,
2. If the Contractor's Work includes all or part of the exterior wall system, provided that the Architect has designed the wall system to be weather tight, the Contractor warrants that the wall system will be weather tight.

Weather tight shall mean the roofing and/or wall system does not permit any infiltration or water in any form that would have any adverse effect on the Owner's operations or the Project.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use, commercial activity, 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. The Contractor acknowledges that the Owner is a tax-exempt organization and is exempt from state sales, use, and commercial activity taxes. Upon written request, the Owner will provide the Contractor with any applicable certificates of exemption.

§ 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 and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 In addition to its other obligations under the Contract documents, if the Contractor or any of its Subcontractors or Sub-subcontractors performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders and all other requirements 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

Subject to Section 2.3.4 of these General Conditions, and except as provided herein, 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

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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 in writing, 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 allowance; and
- **.3** whenever costs are 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 which shall be retained by the Owner. The Contractor shall timely seek and obtain a Change Order before incurring any costs in excess of an allowance.

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

§ 3.9 Superintendent & Contract Supervision

§ 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 replace the assigned Superintendent without the Owner's consent. If the Contractor proposes to change the Superintendent , the Contractor must submit to the Architect a written request for the change, including the justification for the change, the name and qualifications for the proposed replacement, and the time frame within which the change is proposed to take place. The Contractor shall provide promptly any related additional information the Architect or Owner requests.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within five (5) days of the date of any request from the Architect or the Owner to submit scheduling information, shall submit the scheduling information for its Work to the Architect and to the Owner in

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such form and in such detail, as requested by the Architect or Owner. The Contractor shall prepare the Construction Schedule within ten (10) days after the date of the Effective Date.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall prepare and submit a submittal schedule(s) 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 construction Schedule submitted to the Owner and Architect, provided that the Contractor shall comply with any orders under Section 3.10.4. However, preparation of such schedule shall not constitute a waiver of the Owner's rights under the Contract to have the Work completed by the contractual dates of Substantial and Final Completion.

1. **Notice of Delays.** The Contractor shall give the Owner and the Architect verbal notice of any delay affecting the Work within two (2) business days of the commencement of the delay. In addition, the Contractor shall give the Owner and Architect written notice of the delay within ten (10) business days of the commencement of the delay with specific recommendations about how to minimize the effect of the delay. A notice of delay shall not constitute the submission of a Claim. Owner, in its sole discretion, will determine whether a delay entitles Contractor to an extension of time. The Contractor acknowledges and agrees that these notice provisions are to minimize the cost and/or effect of delays. **Failure to give the required notice constitutes an irrevocable waiver of Contractor's right to seek an extension of time, additional compensation, or damages for the delay.** Any extensions of time shall only be granted pursuant to the procedures for Change orders set forth in the Contract Documents.

§ 3.10.4 If the Architect or the Owner determines that the performance of the Work has not progressed so that it is likely that the Contractor will not Substantially Complete its Work by its Date for Substantial Completion, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the Work, including, without limitation: (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (collectively referred to as "Corrective Measures"). If the Owner order the Contractor to take such corrective measures, the Contractor shall take and continue such Corrective Measures until the Owner is satisfied that the Contractor is likely to Substantially Complete its Work by its Date for Substantial Completion.

1. The Contractor shall not be entitled to adjustment in the Contract Sum in connection with the Corrective Measures required by the Owner pursuant to this Section 3.10.4, unless the Contractor is able to establish that it is entitled to additional compensation under the terms of the Contract Documents.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the Project site, for the Owner and the Architect the documents required by Section 3.3.4. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect in the form requested by the Owner for submittal to the Owner upon completion of the Work as a record of the Work or earlier when required by the Contract Documents.

§ 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.

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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, 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 in writing 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 written 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 cause such services or certifications to be provided by an appropriately licensed design professional who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and 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, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals. 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.

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

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§ 3.13.1.1 Damage to road, features, or the grounds, resulting from hauling, storage of materials, or other activities connected with the Work, will be repaired by the Contractor at its expense to the satisfaction of the Architect and Owner.

§ 3.13.2 Signage. The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.3 Restricted Activities. Unless expressly permitted by the Contract Documents or by the Owner in writing, the Contractor shall not interfere with the Owner's ongoing operations, shall not permit any of its employees or its Subcontractor's or materialmen's employees to use any existing facilities on the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas, and shall not permit its employees or its Subcontractor's or materialmen's employees to bring any tobacco products, alcoholic beverages, controlled substances, or firearms onto the Project site or any other property owned or controlled by the Owner. Additionally, the Contractor shall not permit its employees or its Subcontractor's or materialmen's employees to use any radios, tape or compact disc players, or sound amplification equipment at or near the Project site.

§ 3.13.4 The Contractor must conspicuously post notice of the prohibitions listed in the preceding subparagraphs at the Project site in the same locations as OSHA notices are required to be posted, and shall verbally inform all of the Contractor's employees, and the employees of the Contractor's Subcontractors and materialmen, regardless of tier, of such prohibitions.

§ 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. The Contractor shall remove all discarded materials, rubbish, and debris from the premises, taking care to avoid scattering debris along the path of travel. The Contractor shall have dumpsters on the site so as to maintain clean and safe conditions throughout the duration of 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. The Architect's determination of the costs to be charged to the Contractor shall be final and binding.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. The Contractor is responsible to provide proper facilities for such access and observation and to provide access to the Work in preparation and progress for special inspections required by the building department or authority having jurisdiction.

§ 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

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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 the Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or patent, 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, defend, and hold harmless the Owner (either as a contracting party or as a third-party beneficiary), Architect, Architect's consultants, and the officers, directors, partners, consultants, subcontractors, agents, and employees of any of them from and against any and all claims (whether alleged or proven), demands, costs, losses, and/or damages, including but not limited to all fees and charges of architects, attorneys, and other professionals and all court, arbitration, or other dispute resolution costs, arising out of or relating to any claim or action, legal or equitable, caused or alleged to have been caused by the Contractor's performance of the Work or any breach of the Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents.

§ 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.

§ 3.19 Compliance with Demolition Laws

The Contractor will, at the Contractor's expense, fully comply with all statutes and regulations regarding notification and disposal of construction and demolition debris, including, without limitation, Ohio Revised Code Chapter 3714 and the regulations enacted thereunder.

§ 3.20 Underground Utility Facilities

§ 3.20.1 The Contractor, at least two (2) working days prior to commencing construction in an area that may involve underground utility facilities, will give notice to the Architect and the Owner and to the registered underground utility protection services and the owners of underground utility facilities shown on the Drawings and Specifications.

§ 3.20.2 The Contractor shall notify immediately the occupants of any premises near the Work and the Architect and the Owner as to any emergency that it may create or discover. The Contractor shall notify immediately the operator of any underground utilities and the Architect and Owner of any break or leak in the lines of such operator or any dent, gouge, groove, or other damage to such lines or to their rating or cathodic protection, made or discovered in the course of excavation.

§ 3.21 Waivers of Claims

§ 3.21.1 Beginning with the second Application for Payment, the Contractor will submit (a) a release and/or waiver of claims, including a waiver of all lien rights, in the form included in the Contract Documents or required by the Owner for itself and each of its Subcontractors and suppliers, regardless of tier, and (b) a complete list of its Subcontractors and suppliers in the form required by the Architect or Owner.

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, 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 (1) during construction, (2) until the date the Architect issues the final Certificate for

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Payment, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2 and for such additional periods as the Owner and Architect may agree. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents and as authorized by the Owner.

§ 4.2.2 The Architect will visit the site as agreed upon with the Owner, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work 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, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner 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. Except as required by its duty of care owed to the Owner, the Architect (a) will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Documents, and (b) 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 Facilitating Contract Administration

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. 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 under contract directly with the Owner shall be through the Architect.

§ 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 13.5.2 and 13.5.3,whether or not such 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, unless otherwise specifically stated by the Architect, 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.

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§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize 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 execute and distribute 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 duties, responsibilities and limitations of authority of such Project representatives shall be consistent with these General Conditions.

§ 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. Copies of all Requests for Information shall be copied to the Owner by the Contractor at the time they are submitted to the Architect.

§ 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. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them and the Contractor establishes the Architect's delay in responding delayed the critical path of the Work.

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 20 days of receipt of the information, the Architect may reply to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Architect to reply within such period shall constitute notice of no reasonable objection. Copies of all bids or other proposals from Subcontractors or Sub-subcontractors shall, upon the request of the Owner or Architect, be submitted to the Owner and the Architect.

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§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made 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 an objection to a person or entity proposed by the Contractor, the Contractor shall propose within 10 days another to whom the Owner or Architect has no 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 objects to such substitute. The Owner, through the Architect, may require the Contractor to change any Subcontractor previously approved and, except as provided hereafter, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change. If the Contractor is in default because of the Subcontractor's performance, then the Contractor shall not be entitled to any adjustment in the Contract Sum and shall remain liable to the Owner for any damages or losses caused by such default.

§ 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 in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 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 direct costs incurred by the Subcontractor 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.

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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/or award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these, including those portionsrelated to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 Contractor shall coordinate the activities of the Owner's own forces and of each Separate Contractor, if any, 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 be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for such proper execution and results of the Contractor's Work. Failure of the Contractor to so report 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, except as to defects not then reasonably discoverable.

§ 6.2.3

§ 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, if any, 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. The Architect's decision allocating the cost shall be final and binding on the Contractor and the Owner.

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

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limitations stated in this Article 7 and elsewhere in the Contract Documents. To be valid, all changes involving an increase in the Contract Sum must have any required funding certificates attached to them.

§ 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.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3. Notwithstanding the method used to determine the adjustment to the Contract Sum, the Contractor must provide documentation to support any cost included in the request. Documentation may include invoices and time records related to the costs but must be in a form acceptable to the Architect and Owner. Costs included in any Change Order request must be limited to those in Section 7.3.6, unless provided elsewhere in the Contract Documents or agreed to by the Owner and Architect.

§ 7.2.3 The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct, indirect, and cumulative costs associated with such change and all adjustments to the Contract Sum and the Contract Time. The Contractor shall not proceed with any change in the Work without a signed Change Order, Construction Change Directive, or Minor Change in the Work notice. The Contractor's failure to timely seek and obtain such authorization as specified herein, shall constitute an irrevocable waiver by the Contractor of an adjustment to the Contract Sum, or Contract Time for the related work.

§ 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** Subject to a not-to-exceed amount, a 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 7.3.7; or
- **.5** Except where unit prices are applicable, that the Contractor agrees and represents the Owner for the Owner's reliance that all Change Order or Change Directive pricing submitted by the Contractor shall be based on the Contractor's actual costs or the Contractor's reasonable estimate of what would be its actual costs plus permitted overhead and profit.

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§ 7.3.4 If
unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 a true and accurate itemized accounting of all labor and material with appropriate supporting data. If the Architect prescribes a format for such accounting, the Contractor shall provide the accounting in such format. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:**.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.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, and permit fees;

.5 Additional costs of supervision and field office personnel directly attributable to the change;

.6 total overhead and profit for the Contractor and all of its Subcontractors on any add Change Order shall not exceed fifteen percent (15%) of the total cost of labor and material, including all labor and material provided by Subcontractors; and

.7 total overhead and profit for the Contractor and all of its Subcontractors on any deduct Change Order shall be ten percent (10%) of the total cost of labor and material, including all labor and material provided by Subcontractor.

Overhead paid to the Contractor for any change to its or any of its subcontractor's work shall include all commercial activity taxes assessed against the Contractor's or its subcontractor's business operations.

§ 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 plus the credit for overhead and profit. 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 or decrease, 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.

§ 7.3.11 The Contractor shall not assign any portion of the Work to another contractor whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead and profit.

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§ 7.3.12 The Contractor shall not be reimbursed for the following costs:

.1 Employee Profit Sharing Plans regardless of how defined or described, the Contractor will pay these charges from Contractor profit and will not be reimbursed

.2 Voluntary Employee Deductions (e.g. United Way contributions, U.S. Savings Bonds, etc).

§ 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. Such changes will be affected by written order using AIA Document G-710, signed by the Architect, and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The Date if Commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 an Excusable Delay as set forth in Section 15.1.6.3, then subject to the agreement of the Owner,then the Contract Time shall be extended by the Change Order 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

Within 10 days of the Effective Date, the Contractor shall submit a Schedule of Values to the Architect for the Architect's review and approval, 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. By submitting such Schedule of Values, the Contractor represents for the reliance of the Architect

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and the Owner that the allocation of the values of the portions of the Work is fair and reasonable estimate of such allocation. Once approved, the Contractor will not change the allocations in the Schedule of Values without the Architect's further approval. The Architect may from time to time require the Contractor to adjust such Schedule if the Architect determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the Schedule of Values as required by the Architect within ten (10) days. This schedule, with any adjustments approved 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. The Contractor shall include a separate line item in its Schedule of Values for its Project Superintendent.

§ 9.3 Applications for Payment

§ 9.3.1 The Contract shall submit to the Owner andArchitect an itemized Application for Payment prepared in accordance with the Schedule of Values for completed portions of the Work. The application shall be notarized and be submitted with a properly completed Contractor's Payment Application Checklist, all the documentation required to be submitted with such Checklist, and any other supporting documentation required by the Contract Documents or by the Architect. The percentage completion of each portion of the Work shall be consistent with the then current Construction Schedule for the Project. The Application for Payment will be in the form required by the Owner, submitted with the number of copies and all related documents as required by the Contract Documents. The Contractor also shall submit with its Application for Payment such other 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.

§ 9.3.1.3 The Contractor shall submit its Application for Payment to the Architect on AIA Documents G-702 and G-703 and Contractor's Payment Application Checklist and Certification on or before the twenty-fifth (25th) day of each month for Work completed to that date. The Owner will issue payment to the Contractor within thirty (30) days from the date of its receipt of the certified Application for Payment from the Architect.

§ 9.3.1.4 The Owner will withhold retainage from the amount set forth in the Application for Payment approved by the Architect, as provided in the Contract Documents.

§ 9.3.1.5 Documentation. Upon request, the Contractor immediately will supply the Owner and Design Professional with such information as may be requested so as to verify the amounts due to the Contractor, including but not limited to original invoices for materials and equipment and documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, Subcontractors, and suppliers have been paid to them. The failure to provide such information will be justification for withholding payment to the Contractor.

§ 9.3.1.6 Retainage or Other Escrow Account. The Owner and Contractor agree that any retainage account, other escrow account, or interest-bearing account required in connection with this Agreement for retained funds from the construction contract or for deposit of amounts claimed due under the Ohio Mechanic's Lien law shall be established at a bank or savings and loan association in the State of Ohio used by the Owner, or another fund selected by the Owner, and that the expenses to establish and maintain the account will be paid in accordance with the schedule approved by the Owner from income from the account or fund. If the income from the account or fund is anticipated not to be sufficient to pay the compensation due to establish and maintain the account, the Contractor agrees that the Owner may keep the amounts in its construction fund or another fund used by the owner to avoid the extra costs to establish and maintain a separate account.

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§ 9.3.1.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 9.3.1.8 The Contractor shall provide lien waivers from itself and all subcontractors, suppliers, and any other party that performed work or supplied materials for the Project. Each application for payment shall include, in the form attached to the Agreement, for the total value of each subcontract shall be included with the final application for payment for each subcontract and with the Contractor's final pay application for the Project. The total of the lien waivers shall match the total amount paid to the Contractor, inclusive of all approved change orders.

§ 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 making a claim by reason of having provided labor, materials, and equipment relating to the Work. The Contractor agrees to bond off any lien filed on the real property on which the Project is located, the Owner's interest in such real property, and/or the remaining balance of the Contract Sum by providing a bond meeting the requirements of the Ohio Revised Code. The Contractor shall do so within sixty (60) days of filing of the lien.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's properly completed Application for Payment and Contractor's Payment Application Checklist and Certification, the documentation described in the Contractor's Payment Application Checklist and Certification, and such other data substantiating the Contractor's right to payment as the Owner or Architect may require, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprsing the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, that 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

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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 or the Contractor is in default of the performance of any of its obligations under the Contract Documents including but not limited to: failure to provide sufficient skilled workers, failure to provide scheduling information as provided in Section 3.10.1, failure to prepare the Construction Schedule as provided in Section 3.10.1, failure to conform to the Project Construction Schedule and/or failure to coordinate its Work with the work of other contractors, if any;

.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 failure to carry out the Work in accordance with the Contract Documents; or

.8 the Contractor is in default of the performance of any of its obligations under another contract is has with the Owner.

§ 9.5.2

§ 9.5.3 When the above 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 suppliers 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 Architect shall reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall issue payment to the Contractor within 30 days from the date of Owner's receipt of the certified Application for Payment from the Architect and shall so notify the Architect.

§ 9.6.2 The Contractor shall promptly, within the time period required by Ohio law, pay each Subcontractor uponreceipt 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. Neither the Contractor nor its Subcontractors shall withhold retainage from its Subcontractors or their sub-subcontractors beyond the retainage withheld by the Owner from the Contractor.

§ 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.

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§ 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or shall 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.

§ 9.7 Failure of Payment

If the Owner does not pay the Contractor within the time period set forth herein and the Owner has no other basis to withhold payment, 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

§ 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 together with all required documents neatly bound and indexed. 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. When a specific manufacturer's warranty is required by the Specifications, the Contractor shall state in writing to the Architect that all the manufacturer's requirements for the issuance of the warranty have been completed and that the Work is ready for the Architect's and Owner's inspection. All manufacturer's warranties required for the Work shall commence as of the Date of Substantial Completion stated on the certificate issued by the Architect.

§ 9.8.3 Upon receipt of the Contractor's list and documents required by Section 3.12.11 neatly bound and indexed, 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 , 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, consistent with Section 9.8.3.1fix 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 Upon receipt of the Certificate of Substantial Completion from the Architect and consent of the Contractor's 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.

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§ 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 and/or with the Architect's approval, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 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. In the event of a disagreement about such responsibilities, correction period, or commencement of warranties, the Architect will resolve the disagreement, and the Architect's decision will be final and binding.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, which shall be final and binding.

§ 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment and a properly completed Contractor's Payment Application Checklist, all the documentation required to be submitted with such Checklist, and any other supporting documentation required by the Contract Documents or by the Architect, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, including all required documents submitted, 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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. Unless otherwise provided in the Contract Documents, the final Application for Payment shall be itemized, and the Contractor shall ensure that the final Application for Payment transmitted to the Architect also is accompanied by the following additional documents, if not previously delivered to the Architect:

.1 Evidence that all Completion/Punchlist List items have been completed;

.2 Where applicable, keys and keying schedule;

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.3 The documents, including as-built set of Drawings and Specifications, referred to in Section 3.3.4 not otherwise required by the Contract Documents to be delivered earlier in both hard copy and the electronic format request by the Owner; and

.4 Other documents required by the Contract Documents.

§ 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 Neither the issuance of a Certificate of Substantial Completion nor the making of final payment shall constitute a waiver of Claims by the Owner, including those arising from or related to:

.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.

.5 . any claims, damages, losses, or expenses for indemnification under Section 3.18.1.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or. 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, including compliance with OSHA and other state and federal regulations applicable to the Work. The Contractor's safety program shall be written and a copy maintained at the Project site for inspection, upon request. Neither the Owner nor the Architect accept any responsibility or liability for the safety of the Contractor's employees or for enforcing the Contractor's safety program. Additionally, Contractor shall comply with the Owner's rules, regulations, and policies including, but not limited to, the Owner's safety, health, and infection control policies and programs.

§ 10.2 Safety and Health of Persons and Property

§ 10.2.1 The Contractor shall take all reasonable precautions for safety and health 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, including the Owner's employees, employees of other contractors, their subcontractors, suppliers, and persons on the site or adjoining property;

.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 Subcontractor and/or the Work of any other contractor and the materials and equipment to be incorporated in such Work; 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

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the safeguards. The Contractor shall be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein.

§ 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. Contractor will not bring any hazardous materials onto the Project site unless expressly required by the Contract Documents.

§ 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, except damage or loss 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. In the event of a dispute about who is responsible for damage and loss to such property, the issue shall be submitted to the Architect and the Architect's decision shall be final and binding on the respective parties.

§ 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 the Contractor suffers injury or damage to person or property because of an act or omission of the Owner, or of others for whose acts the Owner is legally responsible, the Contractor shall submit a Statement of Claim Form for such injury or damage as required by Section 15.1.3.

§ 10.3 Hazardous Materials

§ 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 upon written request, 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 such material or substance or who are to perform the task of removal or safe containment of the material or substance. Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (i) the Owner causes remedial work to be performed that results in the hazardous substance being rendered harmless; (ii) the Owner and the Contractor, by written agreement, decide to resume performance of the Work; or (iii) the Work may safely and lawfully proceed using appropriate protective measures, as determined by a competent person employed by the Owner. 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. The term "rendered harmless" shall be interpreted to mean that exposure levels of asbestos and polychlorinated biphenyl (PCB) are less than any applicable exposure standards set forth in OSHA regulations.

§ 10.3.3

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§ 10.3.4 The Owner shall not be responsible for hazardous materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. Hazardous materials shall be identified by a Material Safety Data Sheet (MSDS). These MSDS's shall be submitted by the Contractor to the Owner prior to that material being used on the Project. 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 In addition to Contractor's obligations under Section 3.18 and elsewhere in the Contract Documents, the Contractor shall indemnify and reimburse the Owner for the cost and expense, including consultants' fees and attorneys' fees, 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

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, without special instructions or direction, 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. Nothing in this section will be construed as relieving Contractor from the cost and responsibility for emergencies covered hereby, which with normal diligence, planning, and the close supervision of the Work as required under the Contract, could have been foreseen or prevented. Contractor will provide Owner a list of names and telephone numbers of the designated employees for each Subcontractor to be contacted in case of emergency during non-working hours. A copy of the list will also be displayed on the jobsite.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies approved by the Owner and licensed to do business in the State of Ohio such as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

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

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

.4 Claims for damages insured by usual personal injury liability coverage;

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

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than two (2) years following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2.1 The minimum limits of liability for the required policies shall be not less than the following, unless a greater amount is required by law:

.1 Commercial General Liability ("CGL"): Bodily injury (including death) and property damage with limits of $1,000,000 each occurrence and $2,000,000 aggregate. CGL shall include: (i) Premise-Operations, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Independent Contractors' Protective, (v) Broad Form Property Damage, including Completed Operations, (vi) Contractual Liability, (vii) Products

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and Completed Operations, (viii) Personal Injury with Employment Exclusion deleted, (viii) Sexual Misconduct and Abuse, (ix) Stopgap liability with Ohio Intentional Tort endorsement for a minimum $100,000 limit; and (x) per project aggregate endorsement.

.2 Automobile Liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and emotional distress) and property damage with a combined single limit of $1,000,000 each accident.

.3 Workers' compensation with policy limit as established by Ohio law.

§ 11.1.2.2 Such policies shall be supplemented by an umbrella policy in the amount of $1,000,000 each occurrence and aggregate for contracts with a Contract Sum of $250,000 or less, $2,000,000 each occurrence and aggregate for contracts with a Contract Sum greater than $250,000 but less than or equal to $500,000, $3,000,000 each occurrence and aggregate for contracts with a Contract Sum greater than $500,000 but less than or equal to $1,000,000; and $5,000,000 each occurrence and aggregate for contracts with a Contract Sum greater than $1,000,000.

§ 11.1.2.3 Insurance policies shall be written on an occurrence basis.

§ 11.1.2.4 Products and completed operations coverage shall commence with the certification of the final Certificate for Payment to the Contractor and extend for not less than two years beyond that date.

§ 11.1.2.5 The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.

§ 11.1.2.6 All liability policies required in Section 11.1 shall include an additional insured endorsement naming the Owner, the Owner's Board members and employees, and the Architect and its employees. The CGL additional insured endorsement shall be ISO 20 10 11 85 or its equivalent so that Completed Operations liability extends to the additional insureds.

§ 11.1.2.7 All liability policies required in Section 11.1 shall be primary and non-contributory.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.3.1 The Contractor shall furnish to the Owner, through the Architect, one copy of each of the Certificates of Insurance required herein. The Certificate of Insurance shall specifically set forth evidence of all coverage required by Section 11.1.2. The form of certificate shall be the form prescribed by the Architect, which shall be the ACORD Form 25 (9/09). The Contractor shall furnish to the Owner copies of any endorsement that is subsequently issued amending coverage or limits.

§ 11.1.4 In no event shall any failure of the Owner to receive certified copies or certificates of policies required under Section 11.1 or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner or the Architect of the Contractor's obligations to obtain insurance pursuant to this Article 11. The obligation to procure and maintain any insurance required by this Article 11 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

§ 11.1.5 If the Contract fails to purchase and maintain, or require to be purchased and maintained, any insurance required under Section 11.1, the Owner may but shall not be obligated to, upon five (5) days written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

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§ 11.1.6 When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

§ 11.1.7 Any aggregate limit under the Contractor's liability insurance shall, by endorsement, apply to the Project separately.

§ 11.1.8 The Contractor shall cause each of its Subcontractors to (i) procure insurance reasonably satisfactory to the Owner and (ii) name the Owner, Coordinating Contractor (if applicable), and Architect, and any of their employees and agents, as additional insureds under the Subcontractor's CGL policy. The additional insured endorsement included on the Subcontractor's CGL policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§

§ 11.3.1 The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable competition for Architect's and Contractor's services and expenses required as a result of such insured loss. Property insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar terms commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work, nor shall such insurance cover any materials or equipment before these materials and equipment are physically incorporated into the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment and materials and equipment. Any policy obtained by the Contractor under this Section 11.3 and related sections shall include a waiver of subrogation in accordance with the requirements of Section 11.3.7. If the Work is located in a Special Flood Hazard Area, as defined by the Federal Emergency Agency, the Owner shall provide an endorsement to the property insurance policy that provides coverage for physical loss or damage caused by flood.

§ 11.3.1.2 If during the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then affect insurance that will protect the interest of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or

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maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles. Notwithstanding the foregoing, if the cause of any loss payment under insurance is the fault of the Contractor, then the Contractor shall pay such deductible.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.1.6 Damages to Other Property. The maintaining of such insurance as outlined in Section 11.1 shall in no way constitute a waiver of the Contractor's legal liability for damage to any adjoining building or existing buildings or their contents or the Work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or its Subcontractors or others under its control or direction.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the side 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 The Owner shall maintain copies of the policies of insurance it is required to purchase and maintain hereunder at its offices and shall permit the Architect or the Contractor to inspect the policies during normal business hours and upon reasonable advance written notice.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, the Architect's consultants, separate contractors described in Article 6, 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 of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner in good faith. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of others parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty

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of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damage.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner in good faith shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received in good faith. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work accordance with Article 7.

§ 11.3.10 The Owner in good faith shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 15.3 and 15.4. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner in good faith shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a Separate Contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

In addition to the rights and remedies under Section 2.5, the Contractor shall promptly correct Work rejected by the Architect or Owner 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 within 30 days after receipt of notice from the Owner or Architect 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. If the Contractor fails to correct nonconforming Work within 30 days after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 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 does not limit any warranty period under these Contract Documents, 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. Any such acceptance must be in writing and executed by a representative of the Owner who has been expressly authorized to do so.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 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 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered mail, overnight delivery, certified mail, courier service providing proof of delivery, or electronic mail with delivery confirmation, to the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

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

§ 13.4.2 Except as otherwise provided in the Contract Documents, 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

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failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statues, 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. Contractor shall provide proper facilities at all times for inspections and tests of work by the Owner and other authorities having jurisdiction over the Project. Contractor shall remove any water used in conducting such tests and inspections in a manner so as not to discharge the water on any portions of Work or damage any portion of the Work. 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 (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

§ 13.6 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.

§ 13.7 Time Limits on Claims.

As between the Owner and Contractor, the statute of limitations shall commence as provided in current Ohio law.

§ 13.8 Attorney-Client Confidential and Privileged Communications.

The Contractor acknowledges and agrees that the Owner's legal counsel may from time to time provide legal services to the Project and that in doing so may communicate with the Architect. The Contractor agrees that such communications will be privileged communications and, if there is a Claim contemplated or pending, any written communications will be confidential work product.

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 under direct or indirect contract with the Contractor, 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; or
- **.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.

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§ 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 under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead profit, costs incurred by reason of such termination, and damages.

§ 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 under contract with the Contractor 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' written 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** refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** 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, including but not limited to failure to maintain the Construction Schedule or failure to correct defective and/or non-conforming Work.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, 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' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety as expressly stated in the applicable surety bond:

- **.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.

As set forth in this section, the Owner's termination of the Contractor is without prejudice to any other rights and remedies of the Owner, including but not limited to the Owner's rights and remedies under the Contract Documents and at law, all of which shall survive termination.

§ 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, including but not limited to the Owner's attorneys' and consultants' fees and expenses, arising out of or related to the termination, such excess shall be paid to the Contractor. If such costs, other 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.

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§ 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 written 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 Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination.

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 Contractor's Claims must be initiated by submitting the Statement of Claim Form ("Claim Form") included with the Contract Documents to the Architect and the Owner, properly completed in accordance with the instructions accompanying the Form and submitted within the period provided in Section 15.1.3.1. The responsibility to substantiate Claims shall rest with the party making the Claim. The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. "Knowingly" shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or cause to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expense, including the Owner's attorneys' and consultants' fees and expenses. 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.

The Contractor acknowledges and agrees that the Owner and/or parties in privity of contract with the Owner may delay, interfere with, and/or disrupt the Work of the Contractor, and such actions do not constitute a breach of contract by the Owner, since the Contractor is entitled to additional compensation by properly submitting and pursuing a Claim as permitted by these General Conditions. Pending final resolution of the Claim, the Contractor shall continue performance of the Work as provided in Section 15.1.4.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor must be initiated by written notice to the other party. Only Contractor must send a copy of its written notice to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Contractor must submit all Claims as soon as possible and not later than 30 days after occurrence of the event giving rise the Claim, by submitting to the Initial Decision Maker and to Owner a properly completed Claim Form with sufficient detail to describe the basis for the claim. Contractor must give notice of its Claims within such 30-day period. This 30-day period is a contractual limitation of action, which is a material term of the Contract Documents as it provides Owner with timely notice and information so that Owner can attempt to mitigate any damages, exercises remedies available to it, and investigate the Claim during a near contemporaneous time period. Failure of Contractor to assert a Claim as provided herein is an irrevocable

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waiver of the Claim and Contractor's right to seek any further dispute resolution, including litigation. Contractor following the Claims process as provided in the Contract Documents is a condition precedent to Contractor's right to proceed with litigation of the Claim, unless otherwise provided in the Contract Documents.

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§ 15.1.3.2 Claims brought by Owner are not required to be submitted to the Initial Decision Maker or to Architect. For all written Notice of Claims required under the Contract Documents, subsequent correspondence from Owner or Architect regarding the Claim will not be construed as extending the correction period unless expressly provided in writing by Owner.

§ 15.1.3.3 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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4.2

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, the Contractor shall submit a Claim Form as required by Section 15.1.3.1. 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 following proper Notice of Delay as required under Section 3.10.3.1 of these General Conditions, the Contractor shall submit a Statement of Claim Form as required by Section 15.1.3.1.

15.1.6.3 If adverse weather conditions are the basis for the 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.

§ 15.1.6.3 Excusable and Compensable Delays. The delays for which the Contractor is entitled to additional time are "Excusable Delays" The only Excusable Delays are those delays which the Contractor establishes were; (a) caused by the Owner or those in privity of contract with the Owner, (b) physical damage to the Project over which the Contractor has no control, (c) labor disputes beyond the control of the Contractor, (d) work days lost due to weather conditions as provided under Section 15.1.6.2, and (e) concealed or unknown conditions under Section 3.7.4. The delays for which the Contractor is entitled to additional time and money are "Compensable Delays." The only Compensable Delays are those Excusable Delays which the Contractor establishes were proximately caused by an improper action or failure to act by the Owner.

§ 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.

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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.

§ 15.1.8 Settlement Offers. If the Contractor initiates it a Claim, the Owner may make settlement offers to settle the Claim at any time up to the date of the trial. Such settlement offers shall be subject to Rule 408 (Compromise and Offers of Compromise) of the Ohio Rules of Evidence. If at any stage of the litigation, including any appeals, the Contractor's Claim is dismissed or found to be without merit, or if the damages awarded to the Contractor on its Claim do not exceed the Owner's last settlement offer, the Contractor shall be liable to the Owner and shall reimburse the Owner for all of the Owner's attorneys' fees and expenses, and arising out of or related to such Claim since the date of such last settlement offer.

§ 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, , 11.3.9 and 11.3.10, 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 any further proceeding permitted under these General Conditions of any Claim prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker 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.

§ 15.2.2.1 Owner's Request for Documents. The Owner may request such documents and information from the Contractor as the Owner determines necessary to evaluate and comment upon the Claim. Upon receipt of such request from the Owner, the Contractor shall provide all requested documents and information within ten (10) days. Such documents and information may include but not be limited to the Contractor's Project accounting records, estimate for the Project, daily job logs, and other information from which the Contractor's Project costs may be derived. The Contractor shall provide the requested documents in the formats requested, which include both paper and electronic copies. If requested by the Owner, the electronic copies shall be provided in native computer language. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. The Contractor's provision of the requested documents to the Owner in the format requested by the Owner shall be a condition precedent to any further proceeding by the Contractor under the Contract Documents. Failure to provide the requested documents shall be a material breach of the contract, and the Contractor shall indemnify the Owner for all of the Owner's costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

§ 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

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in whole or in part. If the Initial Decision Maker requests supporting data from a party and the party fails to provide it, the party thereafter shall be precluded from presenting such data in any subsequent dispute resolution proceedings, if the data was reasonably available to it at the time of the request.

§ 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, mediation is not successful in resolving the matter, litigation. Venue for such litigation shall be exclusive in the state court of competent jurisdiction in the county in which the Project is located. The parties expressly waive the rive to remove any litigation to federal court.
§ 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 When a written decision of the Initial Decision Maker states that (1) the decision is final but subject to mediation and litigation and (2) a demand for mediation is not initiated by the Contractor within 30 days from the date of receipt of an initial decision, then failure by the Contractor to demand mediation within the said 30-day period shall result in the Initial Decision Maker's decision becoming final and binding upon the Contractor. If the Initial Decision Maker renders a decision after litigation has been initiated, such decision may be entered as evidence, but shall not supersede the litigation proceedings unless the decision is acceptable to all parties concerned. Litigation shall be considered "initiated" upon either the service of the original complaint on the Owner or, if litigation relating to the Project has already been filed, when a motion for leave to amend the complaint to add the claim has been filed.

§ 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, may, after initial decision by the Initial Decision Maker or 60 days after submission of the Claim to the Initial Decision Maker, be subject to mediation.

§ 15.3.2 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 a lawsuit.
§ 15.3.3

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county 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 Litigation

Any Claim arising out of or related to the Contract, except Claims that are not otherwise disposed of under the Contract Documents shall, after decision by the Initial Decision Maker or 60 days after submission of the Claim to the Architect, be subject to litigation unless the parties agree in writing to arbitrate the Claim. Prior to litigation, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 15.3. There shall be no mandatory arbitration of Claims.

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Milestone Schedule
RITA - Worthington Office Renovation
TRIAD Architects LTD.

Description	Milestone Date	Start Date	End Date
Bid		11/13/2026	12/4/2026
Award	12/21/2026		
Construction		12/21/2026	1/31/2027
Completion of Taxpayer Assist, Customer Lobby, Entry Lobby, Waiting Room, RR	1/15/2027		
Substantial Completion	1/29/2027		
Final Completion	2/12/2027		

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Prevailing Wage Project Registration

Public Authority Information

Owner/Public Authority Name	Regional Income Tax Agency
Department Division or Agency	
Street Address	760 Lakeview Plaza Blvd
Address 2	#400
City, OH	Worthington, OH
ZIP	43085
Email	btanner@ritaohio.com
County of Public Authority	Franklin
P.A. Phone	(800) 860-7482

Date: 11/13/2026

This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.

Project Information

Project Name	Worthington Office Renovations
Site Address	760 Lakeview Plaza Blvd #400
City, OH	Worthington, OH
ZIP	43085
County of Project	Franklin

Prevailing Wage Coordinator Name	Brett Tanner
Address	760 Lakeview Plaza Blvd #400
City	Worthington
ZIP	43085
Phone	3306876806
Issuing Authority of Bonds	
Estimated Total Overall Project Cost	189,000
Type of Financing	
Type of Construction	
This Project is	Commercial
Expected Date of Contract Award	12/21/2026
Projected Completion Date	02/12/2027
Project Comments	

An Official State of Ohio site. Here's how you know

Search Prevailing Wage Rates

To view the current commercial prevailing wage rates:

- Select the county that the prevailing wage project takes place in.
- Counties with an asterisk (*) include rates that only cover part of that county. See "Special Jurisdictional Note" on the wage rate sheet for more information.
- Be sure to check both the county with an asterisk (*) and without for a full list of rates for that county.

To download wage rates:

- Select the wage rates that you would like to download.
- Click 'DOWNLOAD (PDF)'.

Please note: You can only download 100 rates at a time and the PDF download process may take some time to complete. Kindly remain on this page while your file is being generated.

Notice: If you are selecting a county and no rates are pulling up, your session has most likely timed out. Please log out of the portal, restart your browser, and log back in. In the future, log out of the portal before closing the application to prevent a session timeout issue.

Select a County: Franklin DOWNLOAD (PDF

Union	Classification	Wage Rate Type	Effective Date	Posted Date	
Asbestos Local 207	Asbestos Worker	Commercial	07/08/2026	07/08/2026	View
Asbestos Local 50 Heat & Frost Insulators	Asbestos Worker	Commercial	07/15/2026	07/15/2026	View
Boilermaker Local 105	Boilermaker	Commercial	10/01/2013	09/25/2013	View
Bricklayer Local 23 (Columbus Tile Finisher)	Bricklayer	Commercial	06/24/2026	06/24/2026	View
Bricklayer Local 23 (Columbus Tile Setter)	Bricklayer	Commercial	06/24/2026	06/24/2026	View
Bricklayer Local 23 (Columbus)	Bricklayer	Commercial	06/24/2026	06/24/2026	View
Bricklayer Local 23 Heavy Hwy (A)	Bricklayer	Commercial	06/10/2026	06/10/2026	View
Bricklayer Local 23 Heavy Hwy (B)	Bricklayer	Commercial	06/10/2026	06/10/2026	View
Carpenter & Pile Driver Local 200	Carpenter	Commercial	06/17/2026	06/17/2026	View
Carpenter & Piledriver SC District HevHwy	Carpenter	Commercial	05/01/2026	04/29/2026	View

Union	Classification	Wage Rate Type	Effective Date	Posted Date	
Carpenter Millwright Local 1090 Columbus	Carpenter	Commercial	05/01/2026	04/29/2026	View
Cement Mason Local 132 (Columbus)	Cement Mason	Commercial	06/01/2026	05/27/2026	View
Cement Mason Local 132 Hev Hwy (Columbus)	Cement Mason	Commercial	05/01/2026	05/01/2026	View
Electrical Local 683 Inside	Electrical	Commercial	06/10/2026	06/10/2026	View
Electrical Local 683 Inside Lt Commercial South West	Electrical	Commercial	02/04/2026	02/04/2026	View
Electrical Local 683 Voice Data Video	Electrical	Commercial	06/10/2026	06/10/2026	View
Electrical Local 71 High Tension Pipe Type Cable	Electrical	Commercial	01/07/2026	01/07/2026	View
Electrical Local 71 Outside (Central OH Chapter)	Electrical	Commercial	06/04/2025	06/04/2025	View
Electrical Local 71 Outside Utility Power	Electrical	Commercial	01/07/2026	01/07/2026	View
Electrical Local 71 Underground Residential Distribution	Electrical	Commercial	01/07/2026	01/07/2026	View
Electrical Local 71 Voice Data Video Outside	Electrical	Commercial	03/06/2024	03/06/2024	View
Elevator Local 37	Elevator	Commercial	01/01/2026	12/31/2025	View
Glazier Local 372	Glazier	Commercial	11/12/2025	11/12/2025	View
Ironworker Local 172	Ironworker	Commercial	06/01/2026	05/27/2026	View
Labor HevHwy 3	Laborer	Commercial	05/01/2026	04/29/2026	View
Labor Local 423	Laborer	Commercial	06/01/2026	05/27/2026	View
Operating Engineers - Building Local 18 - Zone III	Operating Engineer	Commercial	10/14/2026	10/14/2026	View
Operating Engineers - HevHwy Zone II	Operating Engineer	Commercial	10/14/2026	10/14/2026	View
Painter Local 1275	Painter	Commercial	11/04/2026	11/04/2026	View
Painter Local 1275 Drywall	Painter	Commercial	05/06/2026	05/06/2026	View
Painter Local 1275 HevHwy	Painter	Commercial	06/24/2026	06/24/2026	View
Painter Local 1275 Industrial	Painter	Commercial	11/04/2026	11/04/2026	View
Painter Local 639 Sign and Display	Painter	Commercial	06/18/2025	06/18/2025	View
Painter Local 639 Zone 2 Sign	Painter	Commercial	05/28/2025	05/28/2025	View
Plasterer Local 132 (Columbus)	Plasterer	Commercial	06/01/2025	05/28/2025	View

	Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
☐	Plumber Pipefitter Local 189	Plumber Pipefitter	Commercial	10/28/2026	10/28/2026	View
☐	Roofer Local 86	Roofer	Commercial	09/02/2026	09/02/2026	View
☐	Sheet Metal Local 24 (Columbus)	Sheet Metal Worker	Commercial	08/05/2026	08/05/2026	View
☐	Sprinkler Fitter Local 669	Sprinkler Fitter	Commercial	08/06/2025	08/06/2025	View
☐	Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 1	Truck Driver	Commercial	05/01/2026	04/29/2026	View
☐	Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 2	Truck Driver	Commercial	05/01/2026	04/29/2026	View

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 207

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Asbestos Worker	7/8/2026	7/8/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Abatement	$35.25		$11.20	$7.50	$1.00	$4.00	$0.00	$0.05	$0.00	$0.00	$59.00	$76.63
Apprentice	BHR	Percent										
Trainee 1 Year - 600 Hrs	$25.00	$70.92	$11.20	$1.90	$1.00	$1.00	$0.00	$0.05	$0.00	$0.00	$40.15	$52.65

(*)Special Calculation Note :

Other: Drug Testing

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

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

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

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

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

Details :

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

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

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 50 Heat & Frost Insulators

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Asbestos Worker	7/15/2026	7/15/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Mechanic	$42.85		$10.20	$10.10	$0.55	$0.00	$5.25	$0.00	$0.00	$0.00	$68.95	$90.38
Firestop Technician	$42.85		$10.20	$10.10	$0.55	$0.00	$5.25	$0.00	$0.00	$0.00	$68.95	$90.38
Apprentice	BHR	Percent										
1st year	$27.91	$65.13	$9.80	$4.52	$0.50	$0.00	$0.50	$0.00	$0.00	$0.00	$43.23	$57.19
2nd year	$32.57	$76.00	$9.80	$4.52	$0.50	$0.00	$0.85	$0.00	$0.00	$0.00	$48.24	$64.53
3rd year	$37.23	$86.88	$9.80	$6.76	$0.50	$0.00	$1.25	$0.00	$0.00	$0.00	$55.54	$74.16
4th year	$39.56	$92.32	$9.80	$6.76	$0.50	$0.00	$1.50	$0.00	$0.00	$0.00	$58.12	$77.90

(*)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 #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2013fb	Boilermaker	10/1/2013	10/1/2013

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

(*)Special Calculation Note :

Other is Supplemental Health and Welfare

Ratio :

5 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Columbus Tile Finisher)

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Bricklayer

Effective Date: 6/24/2026

Effective Date: 6/24/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Finisher	$33.01		$9.78	$3.24	$0.73	$0.00	$1.00	$0.00	$0.00	$0.00	$47.76	$64.27
Terrazzo Finisher	$33.26		$9.78	$3.24	$0.73	$0.00	$1.00	$0.00	$0.00	$0.00	$48.01	$64.64
Floor Grinder	$33.51		$9.78	$3.24	$0.73	$0.00	$1.00	$0.00	$0.00	$0.00	$48.26	$65.02
Base Grinder	$33.76		$9.78	$3.24	$0.73	$0.00	$1.00	$0.00	$0.00	$0.00	$48.51	$65.39
Apprentice	BHR	Percent										
1st Year	$23.11	$70.00	$9.78	$3.24	$0.73	$0.00	$1.00	$0.00	$0.00	$0.00	$37.86	$49.41
2nd Year	$26.41	$80.00	$9.78	$3.24	$0.73	$0.00	$1.00	$0.00	$0.00	$0.00	$41.16	$54.37
3rd Year	$29.71	$90.00	$9.78	$3.24	$0.73	$0.00	$1.00	$0.00	$0.00	$0.00	$44.46	$59.31
Apprentice Improver	$16.50	$50.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.50	$24.75

(*)Special Calculation Note :

Ratio :

1-2 Journeymen to 1 Apprentice
3-5 Journeymen to 2 Apprentice
Crews larger than 5: 4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Athens, Coshocton, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Jackson, Knox, Licking, Madison, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton, Washington

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Columbus Tile Setter)

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Bricklayer

Effective Date: 6/24/2026

Effective Date: 6/24/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Setter	$35.68		$10.05	$7.40	$0.81	$0.00	$1.75	$0.00	$0.00	$0.00	$55.69	$73.53
Marble Mason	$35.68		$10.05	$7.40	$0.81	$0.00	$1.75	$0.00	$0.00	$0.00	$55.69	$73.53
Terrazzo Worker	$35.93		$10.05	$7.40	$0.81	$0.00	$1.75	$0.00	$0.00	$0.00	$55.94	$73.91
Terrazzo Worker, Installation	$35.93		$10.05	$7.40	$0.81	$0.00	$1.75	$0.00	$0.00	$0.00	$55.94	$73.91
Apprentice	BHR	Percent										
1st Year	$24.98	$70.00	$10.05	$7.40	$0.81	$0.00	$1.75	$0.00	$0.00	$0.00	$44.99	$57.48
2nd Year	$28.54	$80.00	$10.05	$7.40	$0.81	$0.00	$1.75	$0.00	$0.00	$0.00	$48.55	$62.82
3rd Year	$32.11	$90.00	$10.05	$7.40	$0.81	$0.00	$1.75	$0.00	$0.00	$0.00	$52.12	$68.17
4th Year	$33.90	$95.00	$10.05	$7.40	$0.81	$0.00	$1.75	$0.00	$0.00	$0.00	$53.91	$70.86

(*)Special Calculation Note :

Ratio :

1 - 3 Journeymen to 1 Apprentice
4 - 8 Journeymen to 2 Apprentices
9 - 13 Journeymen to 3 Apprentices
14 - 18 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Athens, Coshocton, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Jackson, Knox, Licking, Madison, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton, Washington

Special Jurisdictional Note :

Noble County: (Townships of Beaver, Buffalo, Seneca & Wayne)

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 (Columbus)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Bricklayer	6/24/2026	6/24/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	$39.20		$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$61.86	$81.46
Lay Out Man	$39.70		$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$62.36	$82.21
Saw Man	$39.70		$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$62.36	$82.21
Stone & Cement Mason	$39.20		$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$61.86	$81.46
Pointer Caulker Cleaner Block Stone	$39.20		$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$61.86	$81.46
Plaster	$39.20		$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$61.86	$81.46
Swing Stage (Ground Floors thru 23 Floors)	$40.20		$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$62.86	$82.96
Swing Stage (24th Floors and Above	$41.20		$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$63.86	$84.46
Apprentice	BHR	Percent										
1st Year	$27.44	$70.00	$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$50.10	$63.82
2nd Year	$31.36	$80.00	$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$54.02	$69.70
3rd Year	$35.28	$90.00	$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$57.94	$75.58
4th Year	$37.24	$95.00	$11.00	$9.04	$0.87	$0.00	$1.75	$0.00	$0.00	$0.00	$59.90	$78.52
MASON TRAINEES	$	$	$	$	$	$	$	$	$	$	$	$
1-90 Days	$19.60	$50.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.60	$29.40
90-365 Days	$19.60	$50.00	$11.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.60	$40.40
2nd Year	$21.56	$55.00	$11.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.56	$43.34

(*)Special Calculation Note :

Above Journeyman Rate: Brick Power Saw Pay $.50 Designated layout person $.50 Swingstage Work $1.00 at start, and additional $2.00 at 24th floor

Ratio :

1-2 Journeyman to 1 Apprentice
3- 6 Journeyman to 2 Apprentice
7-10 Journeyman to 3 Apprentice
1-15 Journeyman to 4 Apprentice

MASON TRAINEE REQUIRED RATIO
1 Apprentice permits 1 Mason Trainee
2 Apprentice permits 1 Mason Trainee
3 Apprentice permits 2 Mason Trainee
4 Apprentice permits 2 Mason Trainee

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Franklin, Madison, Pickaway, Union

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

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

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2026ib	Bricklayer	6/10/2026	6/10/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	$35.31		$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$58.55	$76.21
Apprentice	BHR	Percent										
1st year	$24.72	$70.00	$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$47.96	$60.32
2nd year	$28.25	$80.00	$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$51.49	$65.62
3rd year	$31.78	$90.00	$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$55.02	$70.91

(*)Special Calculation Note :

This rate is not for building construction.

This rate applies only to the Cement Masons. All other Bricklaying, PCC, Stone, Tile, Marble, Refractory, Industrial and all other applicable work performed will be performed under the applicable rates for those contracts.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Bricklayer Local 23 Heavy Hwy (A): Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

Bricklayer Local 23 Heavy Hwy (B): Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control, Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

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

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2026ib	Bricklayer	6/10/2026	6/10/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	$36.31		$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$59.56	$77.72
Apprentice	BHR	Percent										
1st year	$25.42	$70.00	$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$48.67	$61.38
2nd year	$29.05	$80.00	$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$52.30	$66.83
3rd year	$32.68	$90.00	$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$55.93	$72.27

(*)Special Calculation Note :

This rate is not for building construction.

This rate applies only to the Cement Masons. All other Bricklaying, PCC, Stone, Tile, Marble, Refractory, Industrial and all other applicable work performed will be performed under the applicable rates for those contracts.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Bricklayer Local 23 Heavy Hwy (A): Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

Bricklayer Local 23 Heavy Hwy (B): Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control, Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter & Pile Driver Local 200

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCR01-2026ib	Carpenter	6/17/2026	6/17/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$37.86		$9.63	$10.78	$0.80	$0.00	$3.95	$0.15	$0.00	$0.00	$63.17	$82.10
Pile Driver	$37.73		$9.63	$10.78	$0.80	$0.00	$3.95	$0.15	$0.00	$0.00	$63.04	$81.91
Apprentice	BHR	Percent										
1st Year	$26.50	$70.00	$9.63	$2.00	$0.80	$0.00	$3.95	$0.15	$0.00	$0.00	$43.03	$56.28
2nd Year	$30.29	$80.00	$9.63	$8.62	$0.80	$0.00	$3.95	$0.15	$0.00	$0.00	$53.44	$68.59
3rd Year	$34.07	$90.00	$9.63	$9.70	$0.80	$0.00	$3.95	$0.15	$0.00	$0.00	$58.30	$75.34
4th Year	$35.97	$95.00	$9.63	$10.24	$0.80	$0.00	$3.95	$0.15	$0.00	$0.00	$60.74	$78.72

(*)Special Calculation Note :

Other: UBC National Fund

Ratio :

1 Journeyman to 1 Apprentice Thereafter 2 Journeyman to 1 Apprentice

The first carpenter on the job shall be a journeyman. The second carpenter employed may be an apprentice carpenter. After one (1) journeyman and one (1) apprentice are employed, each employer shall employ a ratio of one (1) apprentice, when available, to two (2) journeyman.

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Franklin, Guernsey, Licking, Madison, Marion, Morgan, Muskingum, Noble, Perry, Pickaway, Union

Special Jurisdictional Note :

Details :

CARPENTERS: duties shall include but not limited to the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of scaffolding and of material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by carpenters. The building and setting of all concrete forms and decking, and dismantling the same; the setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; the making of all forms for bulkheads, figures, post, balusters and ornaments. The erection and installation of cooling towers assembled onsite. The building of all barricades and handling of rough lumber and drywall. The installation of all required blocking and all toilet accessories, including but not limited to grab bars, napkin dispensers and receptacles, mirrors and soap dispensers. The installation of metal studs and the welding of studs and other fastenings to receive material being applied by carpenters. The installation of all material used in drywall construction such as plasterboard, transite and other composition boards. The installation of carpet, artificial turf, wood and Resilient floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic and rubber tile, whether nailed or laid in, or with linoleum paste or glue compositions. The installation of garage and overhead doors. The installation of fixtures, cabinets, shelving, racks, louvers, etc. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings. Our claim of jurisdiction, therefore, extends over the following subdivisions of the trade. Carpenters and Joiners; Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters; and Car Builders, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions; burning welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term “Carpenter” and “Joiner” is used, it shall mean all the subdivisions of the trade.

PILEDRIVER: Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters. The placing of all walling, bumper guards of wood or metal. The framing, boring, drilling or burning of all holes in the same, all tie and hog rods in connection with Piledrivers work. The driving, bracing, plumbing, cutting-off and capping of all piling whether wood, steel sheeting, metal pipe piling, composite or concrete. The heading and splicing of wood piling and the making of woodsheet piling, The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work. The loading and unloading of all piling and other material used in connection with Piledrivers work. The loading, unloading, erecting, framing, dismantling, moving and handling of all drivers, derrick, cranes and other piledriving equipment used in the work. Drilling in piling or drilled in caissons where a steel liner is used. All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as watchmen. All underwater and marine work on all bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. All clamming work that is done by floating derricks.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter & Piledriver SC District HevHwy

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Carpenter	5/1/2026	5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Journeyman	$37.73		$9.62	$10.78	$0.80	$0.00	$3.49	$0.15	$0.00	$0.00	$62.57	$81.44
Apprentice	BHR	Percent										
1st Year	$26.41	$70.00	$9.62	$10.78	$0.80	$0.00	$3.49	$0.15	$0.00	$0.00	$51.25	$64.45
2nd Year	$30.18	$80.00	$9.62	$10.78	$0.80	$0.00	$3.49	$0.15	$0.00	$0.00	$55.02	$70.11
3rd Year	$33.96	$90.00	$9.62	$10.78	$0.80	$0.00	$3.49	$0.15	$0.00	$0.00	$58.80	$75.78
4th Year	$35.84	$95.00	$9.62	$10.78	$0.80	$0.00	$3.49	$0.15	$0.00	$0.00	$60.68	$78.60

(*)Special Calculation Note :

Other: UBC National Fund

When the contractor furnishes the necessary underwater gear for the diver, the diver shall be paid one and one half (1 & 1/2) times the journeyman rate for the time spent in the water.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton, Washington

Special Jurisdictional Note :

Details :

Highway Construction, Airport Construction, Heavy Construction but not limited to: Tunnels, subways, drainage projects, flood control, reservoirs
Railroad Construction, Sewer Waterworks & Utility Construction but not limited to: storm sewers, waterlines, gas lines
Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Millwright Local 1090 Columbus

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Carpenter

Effective Date:
5/1/2026

Effective Date:
5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	$36.91		$9.62	$10.99	$0.80	$0.00	$8.50	$0.15	$0.00	$0.00	$66.97	$85.42
Apprentice	BHR	Percent										
1st Year	$25.84	$70.00	$9.62	$10.99	$0.80	$0.00	$8.50	$0.15	$0.00	$0.00	$55.90	$68.82
2nd Year	$29.53	$80.00	$9.62	$10.99	$0.80	$0.00	$8.50	$0.15	$0.00	$0.00	$59.59	$74.36
3rd Year	$33.22	$90.00	$9.62	$10.99	$0.80	$0.00	$8.50	$0.15	$0.00	$0.00	$63.28	$79.89
4th Year	$35.06	$95.00	$9.62	$10.99	$0.80	$0.00	$8.50	$0.15	$0.00	$0.00	$65.12	$82.65

(*)Special Calculation Note :

Other: UBC National Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Franklin, Guernsey, Licking, Madison, Marion, Morgan, Muskingum, Noble, Perry, Pickaway, Union

Special Jurisdictional Note :

Details :

The term “Millwright and Machine Erectors”’ jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, underground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields.

The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled.

The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hosts; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing.

The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drivers directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planning, extruder, ball, dust collectors, equipment in meat packing plants, splicing or ropes and cables.

The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, dripping of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trail run of any equipment or machinery installed by the Millwrights.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 132 (Columbus)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Cement Mason	6/1/2026	6/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$36.92		$9.30	$4.85	$0.85	$0.00	$3.18	$0.06	$0.00	$0.00	$55.16	$73.62
Apprentice	BHR	Percent										
1st Year	$25.84	$70.00	$9.30	$4.85	$0.85	$0.00	$3.18	$0.06	$0.00	$0.00	$44.08	$57.00
2nd Year	$29.54	$80.00	$9.30	$4.85	$0.85	$0.00	$3.18	$0.06	$0.00	$0.00	$47.78	$62.55
3rd Year	$33.23	$90.00	$9.30	$4.85	$0.85	$0.00	$3.18	$0.06	$0.00	$0.00	$51.47	$68.08

(*)Special Calculation Note :

Other: International Training Fund

Working on swing stage, slip scaffold, window jack scaffold, scissor lifts, and aerial lifts shall receive the following rates:
$.50 above the regular rate for heights up to fifty (50) feet above grade level
$1.00 above the regular rate for heights over fifty (50) feet above grade level

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Richland, Ross, Union, Vinton, Wyandot

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

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

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Cement Mason	5/1/2026	5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$39.04		$9.38	$7.05	$0.85	$0.00	$3.00	$0.09	$0.00	$0.00	$59.41	$78.93
Apprentice	BHR	Percent										
1st Year	$27.33	$70.00	$9.38	$7.05	$0.85	$0.00	$3.00	$0.09	$0.00	$0.00	$47.70	$61.36
2nd Year	$31.23	$80.00	$9.38	$7.05	$0.85	$0.00	$3.00	$0.09	$0.00	$0.00	$51.60	$67.22
3rd Year	$35.14	$90.00	$9.38	$7.05	$0.85	$0.00	$3.00	$0.09	$0.00	$0.00	$55.51	$73.08

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Athens, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Meigs, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Richland, Ross, Union, Vinton, Washington, Wyandot

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 683 Inside

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 6/10/2026

Effective Date: 6/10/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$46.00		$12.50	$7.52	$1.06	$0.00	$4.50	$0.00	$0.00	$0.00	$71.58	$94.58
Welding	$47.00		$12.50	$7.52	$1.06	$0.00	$4.50	$0.00	$0.00	$0.00	$72.58	$96.08
Medium Voltage Splicing	$47.00		$12.50	$7.52	$1.06	$0.00	$4.50	$0.00	$0.00	$0.00	$72.58	$96.08
Over 100 feet	$69.00		$12.50	$7.52	$1.06	$0.00	$	$0.00	$0.00	$0.00	$94.68	$129.18
Level 1 CW 0 to 2000 hours	$16.18		$6.99	$0.49	$0.96	$0.00	$0.49	$0.10	$0.00	$0.00	$25.21	$33.30
Level 2 CW 2001 to 4000 hours	$17.20		$6.99	$0.52	$0.96	$0.00	$0.52	$0.10	$0.00	$0.00	$26.29	$34.89
Level 3 CW 4001 to 6000 hours	$18.21		$6.99	$0.55	$0.96	$0.00	$0.55	$0.10	$0.00	$0.00	$27.36	$36.47
Level 4 CW 6001 to 8000 hours	$20.23		$6.99	$0.61	$0.96	$0.00	$0.61	$0.10	$0.00	$0.00	$29.50	$39.61
Level 1 CE 8001 to 10000 hours	$22.25		$6.99	$0.67	$0.96	$0.00	$0.67	$0.10	$0.00	$0.00	$31.64	$42.77
Level 2 CE 10,001 to 12,000 hours	$24.28		$6.99	$0.73	$0.96	$0.00	$0.73	$0.10	$0.00	$0.00	$33.79	$45.93
Level 3 CE 12,001 to14,000 hours	$30.35		$6.99	$0.91	$0.96	$0.00	$0.91	$0.10	$0.00	$0.00	$40.22	$55.40
Apprentice	BHR	Percent										
0-1000 hrs 1st Period	$23.00	$50.00	$12.50	$3.76	$1.06	$0.00	$0.00	$0.00	$0.00	$0.00	$40.32	$51.82
1001-2000 hrs 2nd Period	$25.30	$55.00	$12.50	$4.14	$1.06	$0.00	$0.00	$0.00	$0.00	$0.00	$43.00	$55.65
2001-3500 hrs 3rd Period	$27.60	$60.00	$12.50	$4.51	$1.06	$0.00	$2.70	$0.00	$0.00	$0.00	$48.37	$62.17
3501-5000 hrs 4th Period	$29.90	$65.00	$12.50	$4.89	$1.06	$0.00	$2.93	$0.00	$0.00	$0.00	$51.28	$66.23
5001-6500 hrs 5th Period	$32.20	$70.00	$12.50	$5.26	$1.06	$0.00	$3.15	$0.00	$0.00	$0.00	$54.17	$70.27

6501-8000 hrs 6th Period	$36.80	$80.00	$12.50	$6.02	$1.06	$0.00	$3.60	$0.00	$0.00	$0.00	$59.98	$78.38

(*)Special Calculation Note :

Other for CW/CE: Education Fund

Ratio :

1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices

Construction Wireman and Construction Electrician Ratio:
1 Journeymen to 4 (CW/CE) Employees
An Inside Journeyman Wireman is required on the project at the 5th worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway*, Union

Special Jurisdictional Note :

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 683 Inside Lt Commercial South West

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 2/4/2026

Effective Date: 2/4/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$43.00		$12.15	$8.81	$1.16	$0.00	$4.25	$0.00	$0.00	$0.00	$69.37	$90.87
Welding	$44.00		$12.15	$8.84	$1.16	$0.00	$4.25	$0.00	$0.00	$0.00	$70.40	$92.40
Medium Voltage Splicing	$44.00		$12.15	$8.84	$1.16	$0.00	$4.25	$0.00	$0.00	$0.00	$70.40	$92.40
Over 100 feet	$64.50		$12.15	$9.46	$1.16	$0.00	$4.25	$0.00	$0.00	$0.00	$91.52	$123.77
Level 1 CW 0 to 2000 hours	$16.18		$6.99	$0.49	$0.96	$0.00	$0.49	$0.10	$0.00	$0.00	$25.21	$33.30
Level 2 CW 2001 to 4000 hours	$17.20		$6.99	$0.52	$0.96	$0.00	$0.52	$0.10	$0.00	$0.00	$26.29	$34.89
Level 3 CW 4001 to 6000 hours	$18.21		$6.99	$0.55	$0.96	$0.00	$0.55	$0.10	$0.00	$0.00	$27.36	$36.47
Level 4 CW 6001 to 8000 hours	$20.23		$6.99	$0.61	$0.96	$0.00	$0.61	$0.10	$0.00	$0.00	$29.50	$39.61
Level 1 CE 8001 to 10000 hours	$22.25		$6.99	$0.67	$0.96	$0.00	$0.67	$0.10	$0.00	$0.00	$31.64	$42.77
Level 2 CE 10,001 to 12,000 hours	$24.28		$6.99	$0.73	$0.96	$0.00	$0.73	$0.10	$0.00	$0.00	$33.79	$45.93
Level 3 CE 12,001 to14,000 hours	$30.35		$6.99	$0.91	$0.96	$0.00	$0.91	$0.10	$0.00	$0.00	$40.22	$55.40
Apprentice	BHR	Percent										
0-1000 hrs 1st Period	$21.50	$50.00	$12.15	$4.41	$1.16	$0.00	$0.00	$0.00	$0.00	$0.00	$39.22	$49.97
1001-2000 hrs 2nd Period	$23.65	$55.00	$12.15	$4.85	$1.16	$0.00	$0.00	$0.00	$0.00	$0.00	$41.81	$53.63
2001-3500 hrs 3rd Period	$25.80	$60.00	$12.15	$5.28	$1.16	$0.00	$2.55	$0.00	$0.00	$0.00	$46.94	$59.84
3501-5000 hrs 4th Period	$27.95	$65.00	$12.15	$5.73	$1.16	$0.00	$2.76	$0.00	$0.00	$0.00	$49.75	$63.73
5001-6500 hrs 5th Period	$30.10	$70.00	$12.15	$6.16	$1.16	$0.00	$2.98	$0.00	$0.00	$0.00	$52.55	$67.60

6501-8000 hrs 6th Period	$34.40	$80.00	$12.15	$7.05	$1.16	$0.00	$3.40	$0.00	$0.00	$0.00	$58.16	$75.36

(*)Special Calculation Note :

Other for CW/CE: Education Fund

Ratio :

1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices

Construction Wireman and Construction Electrician Ratio:
1 Journeymen to 4 (CW/CE) Employees
An Inside Journeyman Wireman is required on the project at the 5th worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway*, Union

Special Jurisdictional Note :

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 683 Voice Data Video

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Electrical	6/10/2026	6/10/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician B	$34.00		$11.07	$4.50	$0.80	$0.00	$3.15	$0.74	$0.00	$0.00	$54.26	$71.26
Installer Technician A	$35.50		$11.07	$4.50	$0.80	$0.00	$3.15	$0.77	$0.00	$0.00	$55.79	$73.54
Cable Puller	$17.00		$11.07	$4.50	$0.80	$0.00	$3.15	$0.37	$0.00	$0.00	$36.89	$45.39
Apprentice	BHR	Percent										
1st Period 0 - 1000 hours	$20.40	$60.00	$11.07	$4.50	$0.80	$0.00	$3.15	$0.44	$0.00	$0.00	$40.36	$50.56
2nd Period 1001 - 2000 hours	$22.10	$65.00	$11.07	$4.50	$0.80	$0.00	$3.15	$0.48	$0.00	$0.00	$42.10	$53.15
3rd Period 2001 - 3000 hours	$23.80	$70.00	$11.07	$4.50	$0.80	$0.00	$3.15	$0.52	$0.00	$0.00	$43.84	$55.74
4th Period 3001 - 4000 hours	$25.50	$75.00	$11.07	$4.50	$0.80	$0.00	$3.15	$0.55	$0.00	$0.00	$45.57	$58.32
5th Period 4001 - 5000 hours	$27.20	$80.00	$11.07	$4.50	$0.80	$0.00	$3.15	$0.59	$0.00	$0.00	$47.31	$60.91
6th Period 5001 - 6000 hours	$28.90	$85.00	$11.07	$4.50	$0.80	$0.00	$3.15	$0.63	$0.00	$0.00	$49.05	$63.50

(*)Special Calculation Note :

Other is Holiday Pay

Ratio :

1 Apprentice for every 1 Installer Technician
Cable Pullers can only be employed after an apprentice is employed on the job

Jurisdiction (* denotes special jurisdictional note) :

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway*, Union

Special Jurisdictional Note :

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

Details :

TECHNICIAN (A) is a Technician B who holds a current Technician Certification from BICSI (Building Industry Consulting Service International, Inc.)

CABLE PULLERS are for the installation of cable from one termination point to another.

The work covered shall include the installation, testing, service, and maintenance of all VDV systems which utilize the 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 systems, radio page, school intercom and sound, burglar alarms, and low-voltage master clock systems.
This Agreement specially includes the following work:

SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
1. Background/foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse Call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multimedia/multiplex systems
10. Sound and musical entertainment systems
11. RF systems
12. Antennas and wave guide
13. DAS (distributed antenna systems)
14. Cellular
15. ERRS (Emergency Responder Radio System

TELEVISION AND VIDEO SYSTEMS
1. TV monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

SECURITY SYSTEMS
1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/infrared monitoring equipment
COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE "SCOPE")
6. SCADA (Supervisory Control and Data Acquisition)
7. PCM (Pulse code Modulation)
8. Inventory control systems
9. Digital data systems
10. Broadband and baseband and carriers
11. Point-of-sale systems
12. VSAT data systems
13. Data communication systems
14. RF and remote-control systems
15. Fiber-optic data systems

VDV support systems such as data-track, innerduct, cable, basket, center spine, ladder rack trays, or similar type raceways intended specifically for the above-listed systems. Chase, sleeves, and/or nipples (not to exceed 10 feet) may be installed on open wiring.

This Agreement specifically excludes the following work:

1. The complete installation of nonintegrated energy management systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer controlled to the manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be part of this Agreement
2. Life safety systems [not intrinsic to nurse call systems listed in Item (A) above] shall be excluded from this Agreement.
3. SCADA (Supervisory control and Data Acquisition) where not intrinsic to the above listed systems (in the "Scope").
4. Fire alarm work is on all new construction sites or wherever the fire alarm system is installed in conduit.

Prevailing Wage Rate
Skilled Crafts

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

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 1/7/2026

Effective Date: 1/7/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$54.94		$7.50	$1.65	$0.55	$0.00	$13.19	$1.00	$0.00	$0.00	$78.83	$106.30
Certified Lineman Welder	$54.94		$7.50	$1.65	$0.55	$0.00	$13.19	$1.00	$0.00	$0.00	$78.83	$106.30
Certified Cable Splicer	$54.94		$7.50	$1.65	$0.55	$0.00	$13.19	$1.00	$0.00	$0.00	$78.83	$106.30
Operator A	$49.20		$7.50	$1.48	$0.49	$0.00	$11.81	$1.00	$0.00	$0.00	$71.48	$96.08
Operator B	$43.52		$7.50	$1.31	$0.44	$0.00	$10.44	$1.00	$0.00	$0.00	$64.21	$85.97
Operator C	$34.93		$7.50	$1.05	$0.35	$0.00	$8.38	$1.00	$0.00	$0.00	$53.21	$70.67
Groundman 0-12 months Exp	$27.47		$7.50	$0.82	$0.27	$0.00	$6.59	$1.00	$0.00	$0.00	$43.65	$57.38
Groundman 0-12 months Exp w/CDL	$30.22		$7.50	$0.91	$0.30	$0.00	$7.25	$1.00	$0.00	$0.00	$47.18	$62.29
Groundman 1 yr or more	$30.22		$7.50	$0.91	$0.30	$0.00	$7.25	$1.00	$0.00	$0.00	$47.18	$62.29
Groundman 1 yr or more w/CDL	$35.71		$7.50	$1.07	$0.36	$0.00	$8.57	$1.00	$0.00	$0.00	$54.21	$72.06
Equipment Mechanic A	$43.52		$7.50	$1.31	$0.44	$0.00	$10.44	$1.00	$0.00	$0.00	$64.21	$85.97
Equipment Mechanic B	$39.22		$7.50	$1.18	$0.39	$0.00	$9.41	$1.00	$0.00	$0.00	$58.70	$78.31
Equipment Mechanic C	$34.92		$7.50	$1.05	$0.35	$0.00	$8.38	$1.00	$0.00	$0.00	$53.20	$70.66
X-Ray Technician	$54.94		$7.50	$1.65	$0.55	$0.00	$13.19	$1.00	$0.00	$0.00	$78.83	$106.30
Apprentice	BHR	Percent										
1st 1000 hrs	$32.96	$60.00	$7.50	$0.99	$0.33	$0.00	$7.91	$1.00	$0.00	$0.00	$50.69	$67.17
2nd 1000 hrs	$35.71	$65.00	$7.50	$1.07	$0.36	$0.00	$8.57	$1.00	$0.00	$0.00	$54.21	$72.06
3rd 1000 hrs	$38.46	$70.00	$7.50	$1.15	$0.38	$0.00	$9.23	$1.00	$0.00	$0.00	$57.72	$76.95

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

(*)Special Calculation Note :

Other is Health Reimbursement Account

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).
Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.
Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Special Notes:

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

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

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

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Outside (Central OH Chapter)

Type of Rate: Commercial

Change #: LCN01-2025ib

Craft: Electrical

Effective Date: 6/4/2025

Effective Date: 6/4/2025

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

5th 1,000 Hours	$36.82	$80.00	$7.50	$1.10	$0.37	$0.00	$7.36	$0.50	$0.00	$0.00	$53.65	$72.07
6th 1,000 Hours	$39.13	$85.00	$7.50	$1.17	$0.39	$0.00	$7.82	$0.50	$0.00	$0.00	$56.51	$76.07
7th 1,000 Hours	$41.43	$90.00	$7.50	$1.24	$0.41	$0.00	$8.28	$0.50	$0.00	$0.00	$59.36	$80.07

(*)Special Calculation Note :

Other is Health Reimburstment Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Athens, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Knox, Lawrence, Licking, Madison, Marion, Meigs, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Richland, Ross, Scioto, Tuscarawas, Union, Vinton, Washington

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman Lineman, Traffic Signal and Lighting Journeyman or Equipment Operator in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an Apprentice. No more than three (3) Groundmen shall work alone. Jobs with more that three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator. Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 1/7/2026

Effective Date: 1/7/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$52.03		$7.50	$1.56	$0.52	$0.00	$12.49	$1.00	$0.00	$0.00	$75.10	$101.12
Substation Technician	$52.03		$7.50	$1.56	$0.50	$0.00	$12.49	$1.00	$0.00	$0.00	$75.08	$101.09
Cable Splicer	$54.50		$7.50	$1.64	$0.55	$0.00	$13.08	$1.00	$0.00	$0.00	$78.27	$105.52
Operator A	$46.61		$7.50	$1.40	$0.47	$0.00	$11.19	$1.00	$0.00	$0.00	$68.17	$91.47
Operator B	$41.17		$7.50	$1.23	$0.41	$0.00	$9.87	$1.00	$0.00	$0.00	$61.18	$81.77
Operator C	$33.00		$7.50	$0.99	$0.33	$0.00	$7.92	$1.00	$0.00	$0.00	$50.74	$67.24
Groundman 0-12 months Exp	$26.02		$7.50	$0.78	$0.26	$0.00	$6.24	$1.00	$0.00	$0.00	$41.80	$54.81
Groundman 0-12 months Exp w/CDL	$28.62		$7.50	$0.86	$0.29	$0.00	$6.87	$1.00	$0.00	$0.00	$45.14	$59.45
Groundman 1 yr or more	$28.62		$7.50	$0.86	$0.29	$0.00	$6.87	$1.00	$0.00	$0.00	$45.14	$59.45
Groundman 1 yr or more w/CDL	$33.82		$7.50	$1.01	$0.34	$0.00	$8.12	$1.00	$0.00	$0.00	$51.79	$68.70
Equipment Mechanic A	$41.17		$7.50	$1.23	$0.41	$0.00	$9.87	$1.00	$0.00	$0.00	$61.18	$81.77
Equipment Mechanic B	$37.09		$7.50	$1.11	$0.37	$0.00	$8.90	$1.00	$0.00	$0.00	$55.97	$74.52
Equipment Mechanic C	$33.00		$7.50	$0.99	$0.33	$0.00	$7.92	$1.00	$0.00	$0.00	$50.74	$67.24
Line Truck w/auger	$36.40		$7.50	$1.09	$0.36	$0.00	$8.71	$1.00	$0.00	$0.00	$55.06	$73.26
Apprentice	BHR	Percent										
1st 1000 hrs	$31.22	$60.00	$7.50	$0.94	$0.31	$0.00	$7.49	$1.00	$0.00	$0.00	$48.46	$64.07
2nd 1000 hrs	$33.82	$65.00	$7.50	$1.01	$0.34	$0.00	$8.12	$1.00	$0.00	$0.00	$51.79	$68.70
3rd 1000 hrs	$36.42	$70.00	$7.50	$1.09	$0.36	$0.00	$8.74	$1.00	$0.00	$0.00	$55.11	$73.32

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

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).
Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.
Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 1/7/2026

Effective Date: 1/7/2026

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

(*)Special Calculation Note :

Other: Health Reimburstment Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Type of Rate: Commercial

Change #: LCN02-2024ib

Craft: Electrical

Effective Date: 3/6/2024

Effective Date: 3/6/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician I	$35.39		$7.25	$1.06	$0.00	$0.00	$1.77	$0.00	$0.00	$0.00	$45.47	$63.17
Installer Technician II	$33.37		$7.25	$1.00	$0.00	$0.00	$1.67	$0.00	$0.00	$0.00	$43.29	$59.98
Installer Repairman	$33.37		$7.25	$1.00	$0.00	$0.00	$1.67	$0.00	$0.00	$0.00	$43.29	$59.98
Equipment Operator II	$24.98		$7.25	$0.75	$0.00	$0.00	$1.25	$0.00	$0.00	$0.00	$34.23	$46.72
Cable Splicer	$35.39		$7.25	$1.06	$0.00	$0.00	$1.77	$0.00	$0.00	$0.00	$45.47	$63.17
Ground Driver W/CDL	$16.69		$7.25	$0.50	$0.00	$0.00	$0.83	$0.00	$0.00	$0.00	$25.27	$33.62
Groundman	$14.57		$7.25	$0.44	$0.00	$0.00	$0.73	$0.00	$0.00	$0.00	$22.99	$30.28
Apprentice	BHR	Percent										
Trainee F	$17.70	$50.01	$7.25	$0.53	$0.00	$0.89	$0.00	$0.00	$0.00	$0.00	$26.37	$35.22
Trainee E	$20.53	$58.00	$7.25	$0.62	$0.00	$1.03	$0.00	$0.00	$0.00	$0.00	$29.43	$39.69
Trainee D	$23.36	$66.00	$7.25	$0.70	$0.00	$1.17	$0.00	$0.00	$0.00	$0.00	$32.48	$44.16
Trainee C	$26.19	$74.00	$7.25	$0.79	$0.00	$1.31	$0.00	$0.00	$0.00	$0.00	$35.54	$48.63
Trainee B	$29.02	$82.00	$7.25	$0.87	$0.00	$1.45	$0.00	$0.00	$0.00	$0.00	$38.59	$53.10
Trainee A	$31.85	$90.00	$7.25	$0.96	$0.00	$1.59	$0.00	$0.00	$0.00	$0.00	$41.65	$57.58

(*)Special Calculation Note :

Ratio :

1Trainee to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Cable Splicer: Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber. Installer Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience. Installer Repairman: Perform tasks of repairing, installing, and testing phone and CATV services. Installer Technician II: Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks. Equipment Operator II: Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license. Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience. Groundman: Perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Elevator Local 37

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Elevator	1/1/2026	1/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	$59.84		$16.37	$11.06	$0.85	$4.79	$10.70	$0.00	$0.00	$0.00	$103.61	$133.53
Helper	$41.89		$16.37	$11.06	$0.85	$3.35	$10.70	$0.00	$0.00	$0.00	$84.22	$105.16
Apprentice	BHR	Percent										
Probationary Apprentice	$29.92	$50.00	$0.00	$0.00	$0.00	$1.80	$0.00	$0.00	$0.00	$0.00	$31.72	$46.68
1st Year	$32.91	$55.00	$16.37	$11.06	$0.85	$1.97	$10.70	$0.00	$0.00	$0.00	$73.86	$90.31
2nd Year	$38.90	$65.00	$16.37	$11.06	$0.85	$2.33	$10.70	$0.00	$0.00	$0.00	$80.21	$99.66
3rd Year	$41.89	$70.00	$16.37	$11.06	$0.85	$2.51	$10.70	$0.00	$0.00	$0.00	$83.38	$104.32
4th Year	$47.87	$80.00	$16.37	$11.06	$0.85	$2.87	$10.70	$0.00	$0.00	$0.00	$89.72	$113.66
Assistant Mechanic	$47.87	$80.00	$16.37	$11.06	$0.85	$3.83	$10.70	$0.00	$0.00	$0.00	$90.68	$114.61

(*)Special Calculation Note :

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

Athens, Champaign, Clark, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Hocking, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Monroe*, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton

Special Jurisdictional Note :

Monroe County is shared by both Local 37 and Local 6.

Details :

**Art. 10 Par. 2 Apprentice Work Qualifications: Par 2- The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams. Further, the Company may use as many Helpers and Apprentices as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cable on existing elevator installations, the Company may use two Helpers or Apprentices to one Mechanic.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Glazier Local 372

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Glazier	11/12/2025	11/12/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	$36.72		$6.80	$10.14	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$54.11	$72.47
Apprentice	BHR	Percent										
1st Year	$25.70	$70.00	$6.80	$2.84	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$35.79	$48.64
2nd Year	$27.54	$75.00	$6.80	$2.84	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$37.63	$51.40
3rd Year	$31.21	$85.00	$6.80	$6.55	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$45.01	$60.61
4th Year	$34.88	$95.00	$6.80	$6.55	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$48.68	$66.12

(*)Special Calculation Note :

A premium of one dollar ($1.00) per hour above regular hourly rate of pay shall be paid for each hour worked by every employee from any mechanical lift or scaffold, either suspended or supported including the Hex type scaffolding.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette*, Franklin, Hocking, Jackson, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Ross, Union, Vinton

Special Jurisdictional Note :

Fayette County - locations west of State Route 62 ONLY.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Ironworker Local 172

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Ironworker	6/1/2026	6/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	$44.07		$9.80	$9.50	$0.71	$0.00	$4.00	$0.00	$0.00	$0.00	$68.08	$90.12
Rigger, Welder, Reinforcing Sheeter, Fence Erector, & Machinery Mover	$44.07		$9.80	$9.50	$0.71	$0.00	$4.00	$0.00	$0.00	$0.00	$68.08	$90.12
Apprentice	BHR	Percent										
1st Year 0-1500 Hours	$30.85	$70.00	$9.80	$9.50	$0.71	$0.00	$4.00	$0.00	$0.00	$0.00	$54.86	$70.29
2nd Year 1501-3000 Hours	$35.26	$80.00	$9.80	$9.50	$0.71	$0.00	$4.00	$0.00	$0.00	$0.00	$59.27	$76.90
3rd Year 3001-4500 Hours	$39.67	$90.02	$9.80	$9.50	$0.71	$0.00	$4.00	$0.00	$0.00	$0.00	$63.68	$83.52

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Champaign*, Clark*, Crawford*, Delaware, Fairfield, Fayette*, Franklin, Hardin*, Highland*, Hocking, Jackson*, Knox, Licking, Logan*, Madison*, Marion, Morrow, Muskingum*, Perry, Pickaway, Pike, Ross, Union, Vinton, Wyandot*

Special Jurisdictional Note :

Champaign County Twps included: Wayne, Rush, Goshen
Clark County Twps included: Vienna, Catawba and portions of Harmony and Pleasant
Crawford County Twps included: Bucyrus, Dallas, Jefferson, Jackson, Whetstone, Polk, Sandusky
Fayette County Twps included: Paint, Marion, Perry, Madison, Wayne, Union
Hardin County Twps included: McDonald, Taylorcreek, Hale, Dudley, Pleasant, Goshen, Blanchard, Lynn, Jackson, Buck, Cessna, Marion, Washington
Highland County Twps included: Madison. Jackson County Twps included: Liberty, Washington, Milton, Jackson, Coal, Wilkesville
Logan County Twps included: Monroe, Zane, Jefferson, Perry, Rush Creek, Bokes Creek
Madison County Twps included: Range, Paint, Fairfield, Sommerford, Jefferson, Pike, Canaan, Pleasant, Oak Run, Union, Deer Creek, Monroe, Darby
Muskingum County Twps include: Jackson, Licking, Hope Well, Newton, Clay, Cass, Muskingum falls, Springfield, Madison, Washington, Wayne, Brush Creek
Pike County Twps included: Perry, Benton, Mifflin, Sunfish, Newton, Prebble, Pee Pee, Seal, Beaver, Jackson
Wyandot County Twps included: Jackson, Marseilles, Mifflin, Pitt, Antrim

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 3

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Laborer	5/1/2026	5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$38.77		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.87	$75.25
Group 2	$38.94		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$56.04	$75.51
Group 3	$39.27		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$56.37	$76.00
Group 4	$39.72		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$56.82	$76.68
Watch Person	$33.50		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$50.60	$67.35
Apprentice	BHR	Percent										
0-1000 hrs	$31.02	$80.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$48.12	$63.63
1001-2000 hrs	$32.95	$85.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$50.05	$66.53
2001-3000 hrs	$34.89	$90.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$51.99	$69.44
3001-4000 hrs	$36.83	$95.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$53.93	$72.34
More than 4000 hrs	$38.77	$100.00	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.87	$75.25

(*)Special Calculation Note :

Tunnel Laborer rate with air-pressurized add $1.00 to the above wage rate.

Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar ($1.00) per hour above the base rate for the entirety of their working shift.

Ratio :

1 Journeyman to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Watchmen have no Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Scioto, Seneca, Shelby, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wyandot

Special Jurisdictional Note :

Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details :

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. *Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2 Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air),Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C) ***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4 Miner, Welder, Gunite Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor Local 423

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Laborer	6/1/2026	6/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$33.98		$9.45	$4.60	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$49.53	$66.52
Group 2	$34.29		$9.45	$4.60	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$49.84	$66.98
Group 3	$34.60		$9.45	$4.60	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$50.15	$67.45
Group 4	$34.91		$9.45	$4.60	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$50.46	$67.91
Apprentice	BHR	Percent										
0-1000 hrs	$23.79	$70.00	$9.45	$4.60	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$39.34	$51.23
1001-2000 hrs	$27.18	$80.00	$9.45	$4.60	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$42.73	$56.32
2001-3000 hrs	$30.58	$90.00	$9.45	$4.60	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$46.13	$61.42
3001-4000 hrs	$32.28	$95.00	$9.45	$4.60	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$47.83	$63.97
More than 4000 hrs	$33.98	$100.00	$9.45	$4.60	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$49.53	$66.52

(*)Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Fairfield, Fayette, Franklin, Hocking, Licking, Madison, Pickaway, Union

Special Jurisdictional Note :

Details :

Group 1: General Laborers, Carpenter Tender, Cathodic Protection, Cleaning Debris, Cleaning of all Material, General Clean-up including Vacuum Cleaning, Scraping and Cleaning of Walls and Floors, Landscape, Installation and Removal of Fencing, Sod Layers, All Portable Heaters, Flagman, Loading and Unloading of all Trucks, Handling and conveying all Materials, Washing of all Windows, Conveyer Belt, All Water Pumps up to and including three (3) inch intake, Watchman, Water Boy and Tool Room Attendant. Group 1- Swimming Pools, Pool Decks, Surrounding Sidewalk and Parking Garages.

Group 2: Skid Steer, Concrete Specialists, Brick Tender, Stone Mason Tender, Plaster Tender, Mortar Mixer and Operator, Cement Mason Tender, Construction Specialist, All Scaffold Builders (Swinging Scaffolds), Lagging, Bush Hammering ,Jack Hammer Operator, Air or Electric Pneumatic Tool Operator, Power Driven Tools, Power Buggy Operators, Pouring and Placement of all concrete, Fork Lift Operators, Power Wheelbarrow Operators, Asphalt and Blacktop Rakers, Wrecker/Demolition, Sand Blasting and Chipping, Welders on Demolition, Grade Checkers, a person on a bucket pouring concrete, Gunite Nozzle man, Wagon and Churn Drill Operator, Concrete Saw Operator, Brush Feeders on pulverizers, Pipe Layers, Bottom Man, Laser Gun, Burners, Sand Blasting of concrete, Vibrator Man, Steward, Signal Man, Caisson, Caisson Bottom Man, Piledrivers, Asbestos and Lead Abatement Laborers. Hazardous Waste (Level B): Any work requiring the following protective equipment must be paid at Group 2 rate, A protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous To Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to inherent restrictions to breathing in an APR. Also, normal job related injury risk will be nearly as high as for Level C Equipment.

Group 3 Hazardous (Level C:) Any work requiring the following protective equipment must be paid at Group 3 rate, A chemically resistant splash suit and a (SCBA) or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level D situations. Then Level C ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision, dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of the normal job related injuries is greatly increased.

Group 4 Hazardous Waste (Level D) requiring the following protective equipment must be paid at Group 4 rate, Protective equipment is required when the area has been known to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and /or Immediately Dangerous to Life and Health (IDLH). This ensemble includes fully encapsulated chemical suit (moon suit), Self Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves, cool vests and voice activated radios are optional equipment sometimes worn. Level D ensembles provide the highest level of protection from contaminants but places the greatest physical and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also, this ensemble reduces vision, mobility, dexterity, and communication capacity, all of which increases the risk of normal job related injuries, ie., slips ,falls, caught between, etc . Hazardous Pay of $0.25 per hour shall be paid in addition to classifications shown above Swing Scaffolds (suspended by rope or pulley), and swing scaffolds for grain storage tank or grain elevators, when the work is performed at a height of fifty (50) feet or more above the foundations or grade level, whichever is higher. Caisson work and tunnel work (depth being 15 feet or deeper) Hazardous Waste Removal & Lead Abatement Workers: Exclusive or "Hot" area with toxic or hazardous materials, when one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. All of the ensembles increase the risks of certain types of worker-related injuries. When Laborers complement another craft receiving premium rate of pay Laborers will also receive premium pay for this "HOT" type of work.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCR01-2026ib	Operating Engineer	10/14/2026	10/14/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	$47.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$64.74	$88.39
Operator Group B	$47.17		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$64.62	$88.20
Operator Group C	$46.13		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$63.58	$86.65
Operator Group D	$44.95		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$62.40	$84.88
Operator Group E	$39.49		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$56.94	$76.69
Master Mechanic	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Lift Director	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Cranes & Mobile Concrete Pumps 150'-180'	$47.79		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.24	$89.14
Cranes & Mobile Concrete Pumps 180'-249'	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Cranes & Mobile Concrete Pumps 249' and over	$48.54		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.99	$90.26
Apprentice	BHR	Percent										
1st Year	$23.65	$50.02	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$41.10	$52.92
2nd Year	$28.37	$60.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$45.82	$60.00
3rd Year	$33.10	$70.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$50.55	$67.10
4th Year	$37.83	$80.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$55.28	$74.19
Field Mechanic Trainee	$	$	$	$	$	$	$	$	$	$	$	$
1st Year	$28.37	$60.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$45.72	$59.91
2nd Year	$33.10	$70.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$50.45	$67.00
3rd Year	$37.83	$80.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$55.18	$74.09
4th Year	$42.56	$90.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$59.91	$81.19

(*)Special Calculation Note :

Other: Education & Safety
Misc: National Training

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

In all the counties within the jurisdiction of this Agreement, crews shall be employed on all truck cranes, power shovels, cranes, rotary drills on caisson work, cableways, draglines, tower derricks, tower cranes, multiple drum pavers, pile driving machines and hoes, standard gauge locomotives, bucket trench machines (over 24" wide) and horizontal directional drills (over 500,000 ft.lbs.thrust). Crews shall consist of an Operating Engineer and an Apprentice/Helper (Oiler) or Signalman on machines, regardless of motive of power, or an Operating Engineer and Fireman on steam machines.

Jurisdiction (* denotes special jurisdictional note) :

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 :

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); Horizonal 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 (Inserter/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); Signalperson, Submersible Pumps (under 4” discharge).

Master Mechanics - Master Mechanic

Cranes 150’ – 180’ - Boom & Jib 150 - 180 feet Cranes 180’ – 249’ - Boom & Jib 180 - 249 feet Cranes 250’ and over - Boom & Jib 250 feet or over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Type of Rate: Commercial

Change #: LCR01-2026ib

Craft: Operating Engineer

Effective Date: 10/14/2026

Effective Date: 10/14/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	$47.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$64.74	$88.39
Operator Class B	$47.17		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$64.62	$88.20
Operator Class C	$46.13		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$63.58	$86.65
Operator Class D	$44.95		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$62.40	$84.88
Operator Class E	$39.49		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$56.94	$76.69
Master Mechanic	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Lift Director	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Crane and Mobile Concrete Pump 150' - 179'	$47.79		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.24	$89.14
Crane and Mobile Concrete Pump 180' - 249'	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Crane and Mobile Concrete Pump 250' and Ove	$48.54		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.99	$90.26
Apprentice	BHR	Percent										
1st Year	$23.64	$50.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$41.09	$52.91
2nd Year	$28.37	$60.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$45.82	$60.00
3rd Year	$33.10	$70.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$50.55	$67.10
4th Year	$37.83	$80.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$55.28	$74.19
Field Mech Trainee	$	$	$	$	$	$	$	$	$	$	$	$
1st year	$28.37	$60.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$45.72	$59.91
2nd year	$33.10	$70.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$50.45	$67.00
3rd year	$37.83	$80.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$55.18	$74.09
4th year	$42.56	$90.00	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$59.91	$81.19

(*)Special Calculation Note :

Other: Education & Safety Fund
Misc: National Training

**Apprentices wilt receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 68 will not be subject to the apprenticeship ratios in this collective bargaining agreement

In all of the counties within the jurisdiction of this Agreement, crews (meaning an Operating Engineer and an Apprentice/Helper (Oiler), or Signalman on gas or diesel machines, or an Operating Engineer and Fireman on steam machines) shall be employed on all truck cranes, power shovels, cranes, rotary drill on caisson work, cableways, draglines, tower derricks, tower cranes, multiple drum pavers, piledriving machines and hoes, standard gauge locomotives and bucket trench machines (over 24" wide).

Jurisdiction (* denotes special jurisdictional note) :

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 :

Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24” wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus $4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be “Class E”); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

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

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add $3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.

Master Mechanic - Master Mechanic

Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Painter	11/4/2026	11/4/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush, Roll & Wall Washing	$30.91		$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$48.36	$63.82
Apprentice	BHR	Percent										
0-1500 hrs	$24.73	$80.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$32.83	$45.20
1501-3000 hrs	$26.27	$85.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$34.37	$47.51
3001-4500 hrs	$27.82	$90.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$35.92	$49.83
4501-6000 hrs	$29.36	$95.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$37.46	$52.14

(*)Special Calculation Note :

A premium for “Structural Steel, Swingstage” shall pay $.30 per hour worked.
A premium for “Spray” shall pay $.75 per hour worked.
A premium for “Vinyl Hanging” shall pay $.75 per hour worked.
A premium for “Sandblast, steamclean, water blast (Above 3500 psi) and hazardous” shall pay $.70 per hour worked.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275 Drywall

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Painter	5/6/2026	5/6/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	$37.80		$6.80	$8.31	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$53.26	$72.16
Apprentice	BHR	Percent										
1st 0-1500 hrs	$28.35	$75.00	$6.80	$2.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$37.80	$51.98
2nd 1501-3000 hrs	$32.13	$85.00	$6.80	$2.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$41.58	$57.65
3rd 3001-4500 hrs	$35.91	$95.00	$6.80	$2.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$45.36	$63.31

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275 HevHwy

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Painter	6/24/2026	6/24/2026

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Bridge Class 1 Bridge Blaster	$39.97	$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$57.42	$77.41
Painter Bridges Class 2 Rigger, Containment Builder, Spot Blaster	$36.97	$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$54.42	$72.91
Painter Bridges Class 3 Equipment Operator/ Field Mechanic, Grit Reclamation, Paint Mix, Traffic Control, Boat Person, Driver (0-5 Years Exp.)	$29.97	$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$47.42	$62.41
Painter Bridges Class 3 Equipment Operator/ Field Mechanic, Grit Reclamation, Paint Mix, Trafiic Control, Boat Person, Driver (plus 5 Years Exp.)	$32.97	$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$50.42	$66.91

Painter Bridges Class 4 Concrete Sealing, Concrete Blasting Power Washing	$28.97		$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$46.42	$60.91
Painter Bridges Class 5 Quality Control, Quality Assurance, Traffic Safety Competent Person	$32.97		$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$50.42	$66.91
Apprentice	BHR	Percent										
1st 0-1500 hrs	$31.98	$80.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$40.08	$56.07
2nd 1501-3000 hrs	$33.97	$85.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$42.07	$59.05
3rd 3001-4500 hrs	$35.97	$90.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$44.07	$62.05
4th 4501-6000 hrs	$37.97	$95.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$46.07	$65.05

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Class 1 are qualified painters, blasters, riggers.
Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems.
Class 3 support personnel will perform Quality control duties, clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control.

NACE Level I, II, III or equivalent with at least five (5) years Journeyman QC experience shall pay Class 5 rate plus premium of $4.00 per hour worked.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275 Industrial

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2026ib	Painter	11/4/2026	11/4/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	$32.36		$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$49.81	$65.99
Apprentice	BHR	Percent										
0-1500 hrs	$25.89	$80.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$33.99	$46.94
1501-3000 hrs	$27.51	$85.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$35.61	$49.37
3001-4500 hrs	$29.12	$90.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$37.22	$51.78
4501-6000 hrs	$30.74	$95.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$38.84	$54.21

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Definition of Industrial Classification: Industrial Facilities to be included in the Industrial Classification shall include; Water Treatment, Waste Water Treatment, Natural Gas and related facilities, refineries, transmission pipe lines, electrical transmission towers and or switching /sub stations and Power Plants. Exclusions from the industrial classification are Power Plants that generate power to a single customer; such as an emergency power supplier or a Hospital, Information Technology Facility, Sporting/Event or Arena/Stadium type facility. This exclusion would also be given to any commercial office space located within the facilities property. The excluded spaces shall be done under the Commercial Wage rates.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 Sign and Display

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Painter	6/18/2025	6/18/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Top Mechanic Class A	$27.53		$4.50	$0.00	$0.00	$0.00	$0.00	$1.45	$0.00	$0.00	$33.48	$47.25
Top Mechanic Class B	$27.53		$4.50	$0.75	$0.00	$0.53	$0.00	$1.45	$0.00	$0.00	$34.76	$48.53
Top Helper Class A	$22.33		$4.50	$0.00	$0.00	$0.00	$0.00	$1.20	$0.00	$0.00	$28.03	$39.20
Top Helper Class B	$22.33		$4.50	$0.75	$0.00	$0.43	$0.00	$1.20	$0.00	$0.00	$29.21	$40.38
Helper Class A	$17.19		$4.50	$0.00	$0.00	$0.00	$0.00	$0.90	$0.00	$0.00	$22.59	$31.19
Helper Class B	$17.19		$4.50	$0.75	$0.00	$0.30	$0.00	$0.90	$0.00	$0.00	$23.64	$32.24
New Hire (90 Days)	$15.75		$4.50	$0.00	$0.00	$0.00	$0.00	$0.55	$0.00	$0.00	$20.80	$28.68
Apprentice	BHR	Percent										

(*)Special Calculation Note :

Other: Sick, Personal & Holiday Pay Swing Stage Rate: Employees shall receive a differential of $1.50 per hour for all hours worked on scaffolds four sections or higher, including any boom lifts and swing stage scaffolds. In addition, the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work of a single employee will qualify for $1.50 differential, will be paid to a single lead Top Mechanic or single lead Top Helper on any given swing stage job, even when it includes multiple running rigs on a single jobsite.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

The work performed by employees covered by this rate shall include cleaning and refinishing of architectural metals using chemicals, solvents, coatings and hand-applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces during the course of the restoration and maintenance of architectural metals, and other specialty metal finishing work, and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding. Class A: Less Than 1 Year of Service Class B: More Than 1 Year of Service Top Mechanic: Top Mechanic shall be responsible for ensuring the highest quality of workmanship by Helpers, and be highly competent and knowledgeable in the following areas: coatings, both solvent and waterborne, spraying ability, stainless steel, aluminum and bronze finishing, scaffolding and swing stage work. The Top Mechanic shall also be responsible for providing necessary training of employees in lower classifications and for directing all employees in his/her crew to perform their responsibilities in a productive and efficient manner. Top Helper: For existing Top Helpers at the time of this Agreement shall, in addition to performing the responsibilities of a Helper, be responsible and accountable for the setup, breakdown, safety and quality of the Company's product. Helper: A Helper shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, setting up and breaking down scaffolding and swing stages, preparing surfaces for refinishing, including but not limited to masking and stripping, cleaning, oxidizing, polishing and scratch removal on various finishes.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Painter	5/28/2025	5/28/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	$26.56	$3.36	$0.21	$0.00	$0.00	$0.00	$0.72	$0.00	$0.00	$30.85	$44.13
Painter Sign Journeyman Tech/Team Leader Class B	$26.56	$3.36	$0.21	$0.00	$0.51	$0.00	$0.72	$0.00	$0.00	$31.36	$44.64
Painter Sign Journeyman Tech/Team Leader Class C	$26.56	$3.36	$0.21	$0.00	$1.02	$0.00	$0.72	$0.00	$0.00	$31.87	$45.15
Painter Sign Journeyman Tech/Team Leader Class D	$26.56	$3.36	$0.21	$0.00	$1.53	$0.00	$0.72	$0.00	$0.00	$32.38	$45.66
Sign Journeyman Class A	$26.27	$3.36	$0.21	$0.00	$0.00	$0.00	$0.71	$0.00	$0.00	$30.55	$43.69
Sign Journeyman Class B	$26.27	$3.36	$0.21	$0.00	$0.51	$0.00	$0.71	$0.00	$0.00	$31.06	$44.20
Sign Journeyman Class C	$26.27	$3.36	$0.21	$0.00	$1.01	$0.00	$0.71	$0.00	$0.00	$31.56	$44.70
Sign Journeyman Class D	$26.27	$3.36	$0.21	$0.00	$1.52	$0.00	$0.71	$0.00	$0.00	$32.07	$45.21
Tech Sign Fabrication/ Erector Class A	$20.67	$3.36	$0.21	$0.00	$0.00	$0.00	$0.56	$0.00	$0.00	$24.80	$35.14
Tech Sign Fabrication/ Erector Class B	$20.67	$3.36	$0.21	$0.00	$0.40	$0.00	$0.56	$0.00	$0.00	$25.20	$35.54

Tech Sign Fabrication/ Erector Class C	$20.67		$3.36	$0.21	$0.00	$0.80	$0.00	$0.56	$0.00	$0.00	$25.60	$35.94
Tech Sign Fabrication/ Erector Class D	$20.67		$3.36	$0.21	$0.00	$1.19	$0.00	$0.56	$0.00	$0.00	$25.99	$36.33
Apprentice	BHR	Percent										

(*)Special Calculation Note :

Other is for paid holidays.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Auglaize, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Greene, Hamilton, Hancock, Hardin, Henry, Highland, Holmes, Huron, Jackson, Knox, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Mercer, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Trumbull, Tuscarawas, Union, Van Wert, Warren, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

Class A: less 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 (Columbus)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plasterer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	$31.68		$8.20	$4.70	$0.50	$0.00	$2.00	$0.06	$0.00	$0.00	$47.14	$62.98
Fireproofing Gunner	$32.68		$8.20	$4.70	$0.50	$0.00	$2.00	$0.06	$0.00	$0.00	$48.14	$64.48
Apprentice	BHR	Percent										
1st 800 hrs	$22.18	$70.00	$8.20	$4.70	$0.50	$0.00	$2.00	$0.06	$0.00	$0.00	$37.64	$48.72
2nd 800 hrs	$23.44	$74.00	$8.20	$4.70	$0.50	$0.00	$2.00	$0.06	$0.00	$0.00	$38.90	$50.62
3rd 800 hrs	$24.71	$78.00	$8.20	$4.70	$0.50	$0.00	$2.00	$0.06	$0.00	$0.00	$40.17	$52.53
4th 800 hrs	$25.98	$82.00	$8.20	$4.70	$0.50	$0.00	$2.00	$0.06	$0.00	$0.00	$41.44	$54.43
5th 800 hrs	$27.24	$86.00	$8.20	$4.70	$0.50	$0.00	$2.00	$0.06	$0.00	$0.00	$42.70	$56.33
6th 800 hrs	$28.51	$90.00	$8.20	$4.70	$0.50	$0.00	$2.00	$0.06	$0.00	$0.00	$43.97	$58.23
7th 800 hrs	$29.78	$94.00	$8.20	$4.70	$0.50	$0.00	$2.00	$0.06	$0.00	$0.00	$45.24	$60.13
8th 800 hrs	$31.05	$98.00	$8.20	$4.70	$0.50	$0.00	$2.00	$0.06	$0.00	$0.00	$46.51	$62.03

(*)Special Calculation Note :

*Other is International Training Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Richland, Ross, Union, Vinton, Wyandot

Special Jurisdictional Note :

Details :

Fireproofing Gunner: If any mechanical means is used in the gauging of lime for any finish coat, the mixing shall be gauged by a member of the crew who is to apply the respective gauging. This clause applies on jobs where cementitious and fibrous type fireproofing is the material being applied. There shall be an equal number of plasterers to nozzles used. Working on swing stage, slip scaffold or window jack scaffold shall receive the following rates: $0 above the regular rate for heights up to forty-nine (49) feet above grade level $0.75 above the regular rate for heights over fifty (50) feet above grade level

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plumber Pipefitter Local 189

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Plumber Pipefitter

Effective Date:
10/28/2026

Effective Date:
10/28/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	$55.35		$10.64	$7.49	$1.45	$0.00	$9.76	$0.10	$0.00	$0.00	$84.79	$112.47
Apprentice	BHR	Percent										
1st Year	$24.91	$45.00	$5.25	$0.00	$1.45	$0.00	$0.00	$0.10	$0.00	$0.00	$31.71	$44.16
2nd Year	$27.68	$50.00	$10.64	$5.60	$1.45	$0.00	$0.00	$0.10	$0.00	$0.00	$45.47	$59.31
3rd Year	$30.44	$55.00	$10.64	$5.60	$1.45	$0.00	$0.00	$0.10	$0.00	$0.00	$48.23	$63.45
4th Year	$35.98	$65.00	$10.64	$5.60	$1.45	$0.00	$7.76	$0.10	$0.00	$0.00	$61.53	$79.52
5th Year	$44.28	$80.00	$10.64	$5.60	$1.45	$0.00	$9.76	$0.10	$0.00	$0.00	$71.83	$93.97

(*)Special Calculation Note :

*Other is International Training

Ratio :

1 Journeyman to 1 Apprentice up to 2 Journeymen
2 Journeymen to 1 Apprentices thereafter

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Franklin, Hocking, Licking, Madison, Marion, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Roofer Local 86

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Roofer	9/2/2026	9/2/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	$40.97		$8.20	$7.40	$1.08	$0.00	$0.30	$0.09	$0.00	$0.00	$58.04	$78.53
Apprentice	BHR	Percent										
1st Year	$26.63	$65.00	$0.00	$0.00	$1.08	$0.00	$0.25	$0.09	$0.00	$0.00	$28.05	$41.37
2nd Year	$29.50	$72.00	$8.20	$1.85	$1.08	$0.00	$0.25	$0.09	$0.00	$0.00	$40.97	$55.72
3rd Year	$32.78	$80.00	$8.20	$3.33	$1.08	$0.00	$0.25	$0.09	$0.00	$0.00	$45.73	$62.12
4th Year	$36.05	$88.00	$8.20	$4.81	$1.08	$0.00	$0.25	$0.09	$0.00	$0.00	$50.48	$68.50

(*)Special Calculation Note :

Other: Education & Research Fund

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Champaign, Delaware, Fairfield, Fayette, Franklin, Hardin, Hocking, Knox, Licking, Logan, Madison, Marion, Morrow, Perry, Pickaway, Pike, Ross, Union, Wyandot

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 24 (Columbus)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Sheet Metal Worker	8/5/2026	8/5/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	$43.98		$11.03	$12.56	$1.89	$0.00	$4.32	$0.00	$0.00	$0.00	$73.78	$95.77
Apprentice	BHR	Percent										
1st Year	$25.07	$57.00	$9.22	$2.19	$1.48	$0.00	$0.00	$0.00	$0.00	$0.00	$37.96	$50.50
2nd Year	$28.59	$65.00	$10.41	$8.17	$1.48	$0.00	$0.00	$0.00	$0.00	$0.00	$48.65	$62.94
3rd Year	$32.98	$75.00	$10.64	$9.42	$1.69	$0.00	$3.24	$0.00	$0.00	$0.00	$57.97	$74.46
4th Year	$37.38	$85.00	$10.79	$10.67	$1.69	$0.00	$3.67	$0.00	$0.00	$0.00	$64.20	$82.89

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice
2 Journeymen to 2 Apprentices
3 Journeymen to 3 Apprentices
4 Journeymen to 4 Apprentices
5-7 Journeymen to 5 Apprentices
8-10 Journeymen to 6 Apprentices
11-13 Journeyman to 7 Apprentices
14-16 Journeyman to 8 Apprentices
17-19 Journeymen to 9 Apprentices
20-22 Journeymen to 10 Apprentices
23-25 Journeymen to 11 Apprentices
26-28 Journeymen to 12 Apprentices
29-31 Journeymen to 13 Apprentices
32-34 Journeymen to 14 Apprentices
35-37 Journeymen to 15 Apprentices
38-40 Journeymen to 16 Apprentices and so on

Jurisdiction (* denotes special jurisdictional note) :

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Hocking, Jackson, Knox, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCR01-2025ib	Sprinkler Fitter	8/6/2025	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	$100.50
Apprentice	BHR	Percent										
CLASS 1	$24.14	$50.00	$9.03	$0.00	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$33.71	$45.78
CLASS 2	$27.04	$56.00	$9.03	$0.00	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$36.61	$50.13
CLASS 3	$29.45	$61.00	$12.40	$7.40	$0.54	$0.00	$1.15	$0.00	$0.00	$0.00	$50.94	$65.66
CLASS 4	$31.38	$65.00	$12.40	$7.40	$0.54	$0.00	$1.15	$0.00	$0.00	$0.00	$52.87	$68.56
CLASS 5	$33.31	$69.00	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$55.05	$71.70
CLASS 6	$36.21	$75.00	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$57.95	$76.05
CLASS 7	$38.14	$79.00	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$59.88	$78.95
CLASS 8	$40.56	$84.00	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$62.30	$82.58
CLASS 9	$42.97	$89.00	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$64.71	$86.19
CLASS 10	$44.90	$93.00	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$66.64	$89.09

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Sprinkler Fitter work shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 1

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Truck Driver	5/1/2026	5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1	$34.90		$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$55.75	$73.20
Apprentice	BHR	Percent										
First 6 months	$27.92	$80.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$48.77	$62.73
7-12 months	$29.67	$85.02	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$50.52	$65.36
13-18 months	$31.41	$90.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$52.26	$67.97
19-24 months	$33.16	$95.02	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$54.01	$70.59
25-30 months	$34.90	$100.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$55.75	$73.20

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 2

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Truck Driver	5/1/2026	5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2	$35.91		$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$56.76	$74.72
Apprentice	BHR	Percent										
First 6 months	$28.72	$79.99	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$49.57	$63.93
7-12 months	$30.52	$85.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$51.37	$66.63
13-18 months	$32.32	$90.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$53.17	$69.33
19-24 months	$34.11	$95.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$54.96	$72.02
25-30 months	$35.91	$100.00	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$56.76	$74.72

(*)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 :

SECTION 011000 - SUMMARY

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. Section Includes:
   1. Work covered by Contract Documents.
   2. Work under Owner’s separate contracts
   3. Owner-furnished/Contractor-installed (OFCI) products.
   4. Contractor's use of site and premises.
   5. Coordination with occupants.
   6. Work restrictions.
   7. Specification and Drawing conventions.

B. Related Requirements:

   1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
   2. Section 017300 "Execution" for coordination of Owner-installed products.

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. Work indicated in the Contract Documents.

B. Type of Contract:

   1. Project will be constructed under a single prime contract.

1.4 WORK UNDER OWNER'S SEPARATE CONTRACTS

A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.

B. Concurrent Work: Owner has awarded separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.

1. Environments 4 Business, LLC for purchase and installation of workstations, chairs, and other equipment.

1.5 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

A. Owner's Responsibilities: Owner will designate existing furniture items to remain and inform contractor of such.

B. Contractor's Responsibilities: The Work includes the following, as applicable:
1. Remove and store Owner-furnished products as required to perform the Work.
2. Install Owner-furnished products as designated by Owner.
3. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.

C. Owner-Furnished/Contractor-Installed (OFCI) Products:

1. Existing furniture to remain as designated by Owner.

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated.

B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work as provided in the Milestone Schedule, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Owner will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied (Taxpayer Assist 118, Entry Lobby 119, Waiting Room 120, RR 121) prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.8 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 6:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

1. Weekend Hours: Upon written approval of the Owner and in compliance with regulations by authorities having jurisdiction of the work.
2. Early Morning Hours: Upon written approval of the Owner and in compliance with regulations by authorities having jurisdiction of the work.
3. Hours for Utility Shutdowns: Upon written approval of the Owner and in compliance with regulations by authorities having jurisdiction of the work..
4. Hours for noisy, vibration, dust creation, or odor creation activities that will disrupt Owner’s operations: Upon written approval of the Owner and in compliance with regulations by authorities having jurisdiction of the work..

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.

2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products, electronic cigarettes, e-vaping devices, personal vaporizers, electronic nicotine delivery systems (ENDS), alcoholic beverages, and other controlled substances on Owner's property is not permitted.

F. Employee Identification: Owner will provide identification tags and limited use keycards for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics..
3. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

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. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.

B. Execute accepted alternates under the same conditions as other Work of the Contract.

C. Alternates can be instituted throughout the duration of the project at the bid cost. At the earliest practical date after award of the Contract, advise Owner of the date when final selection of each alternate must be completed to avoid delaying the Work. If Contractor has not advised Owner of date, allowance can be instituted according to Section 012600 “Contract Modification Procedures” without an extension of Time.

D. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1

1. Base Bid: Removal and replacement of electrical fixtures as indicated on Drawings.
2. Alternate: Removal and replacement of base bid electrical fixtures in addition to wall receptacles, switches, wall return grilles, floor box covers, receptacle plates, and blank cover plates.

B. Alternate No. 2

1. Base Bid: No new lighting in Conference Room 101 and Taxpayer Assist 118.
2. Alternate: Installation of can lights and associated wiring and switches in Conference Room 101 as indicated on Drawings. Modification of existing can lights above Taxpayer Assist 118 desks and associated wiring and switches as indicated on Drawings.

END OF SECTION 012300

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. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:
   1. Division 01 Section "Alternates" for products selected under an alternate.
   2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
   3. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 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.

1.4 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 provided in Project Manual.
   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. Owner's Action: If necessary, Owner will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Owner 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 Owner does not issue a decision on use of a proposed substitution within time allocated.

1.5 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.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 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: Owner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner 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: Owner will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Owner.

1. Conditions: Owner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner will return requests without action, except to record noncompliance with these requirements:

a. 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. Owner’s additional responsibilities will be included in Change Order to Contractor accepting Substitution.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.

d. Substitution request is fully documented and properly submitted according to the same as required for substitution for cause.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. 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 3 - EXECUTION (Not Used)

END OF SECTION 012500

Advancement of Construction Technology

SUBSTITUTION REQUEST

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

_____

_____

☐ Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: _____

_____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

_____

Savings to Owner for accepting substitution: _____ ($ _____).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

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September 1996
CSI Form 13.1A

SUBSTITUTION REQUEST
(Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

_____

Telephone: _____

Attachments: _____

_____

_____

_____

A/E's REVIEW AND ACTION

☐ Substitution approved - Make submittals in accordance with Specification Section 01330.
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: Date:

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ _____

_____

_____

_____

_____

_____

_____

_____

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SECTION 012600 - 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. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
2. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

A. Owner will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included in Project Manual.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Owner 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. AIA Document G709 Proposal Request will be utilized. Form included in project manual.

1. Proposal Requests issued by Owner are not instructions either to stop work in progress or to execute the proposed change.
2. Within 3 days, when not otherwise specified, 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 changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner utilizing the Statement of Claim Form included in the project manual.

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 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 form included in Project Manual.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Owner may issue a Construction Change Directive on AIA Document G714 form included in Project Manual. 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 012600

DRAFT

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:

CHANGE ORDER NUMBER:
DATE:

TO CONTRACTOR *(Name and address):*

ARCHITECT'S PROJECT NUMBER:
CONTRACT DATE:
CONTRACT FOR:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	$
The net change by previously authorized Change Orders	$
The Contract Sum prior to this Change Order was	$
The Contract Sum will be by this Change Order in the amount of	$
The new Contract Sum including this Change Order will be	$

The Contract Time will be by ( ) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE**

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AIA® Document G709™ – 2001

Work Changes Proposal Request

PROJECT *(Name and address):*

PROPOSAL REQUEST NUMBER:

DATE OF ISSUANCE:

OWNER *(Name and address)*:

CONTRACT FOR:

CONTRACT DATE:

FROM ARCHITECT *(Name and address)*:

ARCHITECT'S PROJECT NUMBER:

TO CONTRACTOR *(Name and address):*

OWNER: ☐
ARCHITECT: ☐
CONSULTANT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within ( ) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work)*:

ATTACHMENTS *(List attached documents that support description)*:

REQUESTED BY THE ARCHITECT:

_____ _____

(Signature) *(Printed name and title)*

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AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address)*:

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO:

OWNER *(Name and address)*:

DATE OF ISSUANCE:

CONTRACT FOR:

FROM ARCHITECT *(Name and address)*:

CONTRACT DATE:

TO CONTRACTOR *(Name and address)*:

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐
ARCHITECT: ☐
CONSULTANT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

ATTACHMENTS:
(Here insert listing of documents that support description.)

ISSUED BY THE ARCHITECT:

_____ _____
(Signature) *(Printed name and title)*

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AIA® Document G714™ – 2001

Construction Change Directive

PROJECT: *(Name and address)*

TO CONTRACTOR: *(Name and address)*

DIRECTIVE NUMBER:
DATE:
CONTRACT FOR:

CONTRACT DATED:
ARCHITECT'S PROJECT NUMBER:

OWNER: ☐
ARCHITECT: ☐
CONSULTANT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☐ • Lump Sum of $
- ☐ • Unit Price of $ per
- ☐ • As provided in Section 7.3.3 of AIA Document A201-1997
- ☐ • As follows:

2. The Contract Time is proposed to . The proposed adjustment, if any, is .

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE**

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SECTION 012900 - 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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:
   1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

   1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
   2. Submit the schedule of values to Owner at earliest possible date, but no later than the date required by the Notice of Award/Notice to Proceed. Provide preliminary Schedule of Values as requested during bid review period for use in evaluation of bid.

B. Format and Content: Use 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. Contractor's name and address.
      b. Date of submittal.

   2. Arrange schedule of values consistent with format of form AIA Document G703 provided in Project Manual.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports and provide a separate line item per specification section minimum. Provide multiple line items for amounts in excess of five percent of the Contract Sum. Provide separate line items for labor associated with an activity and material associated with an activity.

4. Round amounts to nearest whole dollar; total shall be equal the contract sum.
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 required, include evidence of insurance.
6. In addition to the Contractor's construction activities, the Schedule of Values must include the following line items.
    a. Progress meeting attendance.
    b. Record drawing updates.
    c. Bonds.
    d. Insurance.
    e. Tests.
    f. Mobilization.
    g. Demobilization.
    h. Submittals.
    i. Daily clean-up.
    j. Closeout.
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.
8. Schedule of Values Revisions: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.
9. Accuracy and Completeness: The Owner shall be able to rely on the accuracy and completeness of Schedule of Values. This includes but is not limited to validation of Contractor Proposals and Changes to the Contract.
10. Owner can utilize information contained in the Schedule of Values for verification of subsequent Contractor proposals.

1.5 APPLICATIONS FOR PAYMENT

A. Provide Contractor's Payment Application Checklist and Certification with each application for payment. Sample form included in Project Manual.

B. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as paid for by Owner.

C. Payment Application Times: The date for each progress payment is indicated in the Contract Documents**.** The period of construction work covered by each Application for Payment is the period indicated in the Contract Documents.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner 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 for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Materials previously stored and included in previous Applications for Payment.
    b. Work completed for this Application utilizing previously stored materials.
    c. Additional materials stored with this Application.
    d. Total materials remaining stored, including materials with this Application.

G. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Owner 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.

H. Waivers of Mechanic's Lien: With each Application for Payment (except the initial application for payment), submit waivers of mechanic's lien from subcontractors and suppliers for construction period covered by the previous application.

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 conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

I. 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 .
4. Submittal schedule.
5. Certificates of insurance and insurance policies.
6. Performance and payment bonds

J. Application for Payment at Substantial Completion: After Owner issues 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 Certificate(s) of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

K. 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. Certification of completion of final punch list items.
3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
4. Updated final statement, accounting for final changes to the Contract Sum.
5. AIA Document G706 Contractor’s Affidavit of Payment of Debts and Claims.
6. AIA Document G706A Contractor’s Affidavit of Release of Liens.
7. AIA Document G707 Consent of Surety to Final Payment.
8. Evidence that claims have been settled.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

CONTRACTOR'S PAYMENT APPLICATION CHECKLIST AND CERTIFICATION

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

1. Contractor's Name: _____

2. Name, title, and telephone and fax numbers of Contractor's representative to contact regarding the Payment Application and required documentation:

   Name: _____ Title: _____

   Office Telephone No.: (____) _____

3. Payment Application Number and Date:

   No. _____ Date: _____, 20___

4. The Contractor certifies that it has submitted the documentation listed below with its Application for Payment. If the Contractor cannot do so, the Contractor should explain why in Paragraph 5.

   _____ .1 Digital PDF of a properly completed and executed A.I.A. Document G702 (Application for Payment, most recent edition) with a properly completed and executed A.I.A. Document G703 (Schedule of Values, most recent edition);

   _____ .2 Current list of the Contractor's subcontractors and suppliers showing their respective contract sums, amount paid, and amount due;

   _____ .3 A.I.A. Document G706 (Contractor's Affidavit of Payment of Debts and Claims);

   _____ .4 A.I.A. Document G706A (Contractor's Affidavit of Release of Liens) with lien releases in a format approved by the Owner for all the Contractor's subcontractors and suppliers current through the date of the Contractor's previous Applications for Payment;

   _____ .5 Schedule of all materials and equipment stored on-site;

   _____ .6 For materials and equipment stored off-site:

      _____ A list of the materials and equipment consigned and stored off-site in connection with the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why the materials and equipment cannot be delivered to the site;

      _____ Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose;

      _____ A letter from the Contractor's surety bonding company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of its responsibility to complete the facility;

      _____ Evidence of adequate insurance covering the material and equipment in storage, which shall name the Owner as additional insured;

      _____ Evidence that the Architect has visited the Contractor's place of storage and found that all the materials and equipment set forth in the payment request and represented to be stored off-site are stored at the place of storage (any costs incurred by the Architect to inspect material and equipment in off-site storage shall be paid by the Contractor); and

      _____ Itemization of the materials and equipment and their cost, which were approved on previous Applications for Payment and which remain in off-site storage.

   _____ .7 Other documentation/information required by the Architect or Owner.

5. Reason why required documentation is not submitted:

_____
_____
_____
_____
_____

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

_____
Signature

_____
Printed Name

_____
Date

OWNER'S REVIEW

_____ Checklist and documentation received.
_____ Checklist and documentation complete.
_____ Checklist and documentation incomplete

_____
Signature

_____
Printed Name

_____
Date

DRAFT

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	**PROJECT:**	**APPLICATION NO:**	**Distribution to:**
		PERIOD TO:	OWNER: ☐
		CONTRACT FOR:	ARCHITECT: ☐
FROM CONTRACTOR:	**VIA ARCHITECT:**	**CONTRACT DATE:**	CONTRACTOR: ☐
		PROJECT NOS: / /	FIELD: ☐
			OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... $ _____

2. Net change by Change Orders ..... $ _____

3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... $ _____

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... $ _____

5. RETAINAGE:

a. _____ % of Completed Work
(Column D + E on G703) $ _____

b. _____ % of Stored Material
(Column F on G703) $ _____

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... $ _____

6. TOTAL EARNED LESS RETAINAGE ..... $ _____
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ _____
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... $ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this Month	$	$
TOTALS	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTAL	$	$	$	$	$		$	$

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:

TO OWNER: *(Name and address)*

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes: (2556341517)

DRAFT

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR:	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

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. 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. Request for Interpretation (RFIs).
4. Project meetings.

B. Related Sections:
1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Division 01 Section “Summary” for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
3. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
4. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request for Information. Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 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.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.5 COORDINATION

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 activities of other contractors 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. Project closeout activities.
7. Startup and adjustment of systems.

1.6 REQUEST FOR INTERPRETATION (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. Owner will return without response those RFIs submitted to Owner 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. Project number.

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 and conditions, 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: Form bound in Project Manual. Software-generated form with the same content as indicated above, acceptable to Owner.

    1. Attachments shall be electronic files in PDF format.

D. Owner’s Action: Owner will review each RFI, determine action required, and respond. Allow seven days for Owner’s response for each RFI. RFIs received by Owner 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 Owner’s actions on submittals.
        g. Incomplete RFIs or inaccurately prepared RFIs.

    2. Owner’s action may include a request for additional information, in which case Owner’s time for response will date from time of receipt by Owner of additional information.
    3. Owner’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 Division 01 Section "Contract Modification Procedures."
        a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, they are to submit a proposal according to Division 01 Section Contract Modification Procedures to the Owner within 10 days of receipt of the RFI response. Notification of additional cost after the specified notice time will result in no additional cost to Contractor’s Contract.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. RFI number, including RFIs that were returned without action or withdrawn.
4. RFI description.
5. Date the RFI was submitted.
6. Date Owner's response was received.
7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

F. On receipt of Owner's action, update the RFI log and immediately distribute the RFI response to affected parties.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

B. Progress Meetings: Contractor will conduct progress meetings at biweekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, 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.
3. 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. Approve Previous Meeting Minutes

    b. Review Open Old Business

    c. Contractor's Construction Schedule- Review Progress During Last Work Period:
        1) 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.
    d. Contractor's Construction Schedule – Review Planned for Next Work Period:
        1) Review progress planned to occur before next 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.
    e. Coordination
        1) Contractors performing concurrent work will be present at progress meeting to report on their Contractor's Construction Schedule as required. Items of

coordination between this project and concurrent Work will be addressed in these meetings.

2) Items of coordination with the building occupants will be addressed in this meeting and multiple Owner representatives may be present in meetings as required to accommodate this process. Items of discussion and resolution may include but are not limited to the following:
   a) Maintaining Owner operations.
   b) Building and site access.
   c) Site utilization including but not limited to dumpster locations, storage areas, lay down areas and staging areas.
   d) Work hours.
   e) Shutdowns and interruptions.
3) Items of coordination with Authorities having jurisdiction will be addressed in this meeting. Items of discussion and resolution may include but are not limited to:
   a) Contractor permits and license schedule and status.
   b) Inspections schedule and status.
   c) Temporary occupancy schedule and status.
   d) Final occupancy schedule and status.

f. New Business.

g. Set time and date for next meeting.

4. 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 after each progress meeting, 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 013100

TO BE COMPLETED BY CONTRACTOR:		
PROJECT NAME: (Enter Project Name) **PROJECT NUMBER:** (Enter Project Number)	**RFI #:** (Enter Number)	**DATE:** Click Here to Enter Date
DRAWING REFERENCE: (Enter Sheet Number)	**SPECIFICATION REFERENCE:** (Enter Specification Number)	

REQUEST FOR INTERPRETATION:

WHAT WAS BID AND WHY:

CONTRACTOR RECOMMENDATION:

ASSOCIATED COST:

ASSOCIATED TIME:

TO BE COMPLETED BY DESIGN TEAM MEMBERS:

INITIALS: XXX **FIRM NAME:** XXXX X **DATE:** Click or tap to enter a date.

RESPONSE:

ATTACHMENTS:

☐ OWNER ☐ CONSULTANTS ☐ CONTRACTOR ☐ EMAIL ☐ FILE

614.942.1050
info@wearetirad.com
172 East State St., Suite 600
Columbus, OH 43215

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

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. 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. Site condition reports.
   4. Special reports.

B. Related Requirements:
   1. Division 01 Section "Quality Requirements" for schedule of tests and inspections.
   2. Division 01 Section “Submittal Procedures” for submitting schedules and reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.

   1. Float time belongs to Owner.
   2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Resource Loading: The allocation of manpower (crew size and manhours) and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file.

B. Contractor's Construction Schedule: Of size required to display entire schedule for entire construction period.

C. Daily Construction Reports: Submit only when requested.

D. Site Condition Reports: Submit at time of discovery of differing conditions.

E. Unusual Event Reports: Submit at time of unusual event.

1.5 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

B. Time Frame: Extend schedule from date established for the Notice of Award/the Notice to Proceed 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 7 days, unless specifically allowed by Owner.

2. Procurement Activities: Include procurement process activities for all items in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Owner's administrative procedures necessary for certification of Substantial Completion.
5. Punch List and Final Completion: Include not more than 15 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. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
2. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with other construction activities.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use-of-premises restrictions.
f. Seasonal variations.
g. Environmental control.

3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

a. Subcontract awards.
b. Submittals.
c. Purchases.
d. Fabrication.
e. Sample testing.
f. Deliveries.
g. Installation.
h. Tests and inspections.
i. Adjusting.
j. Curing.
k. Startup and placement into final use and operation.

4. Other Constraints: Coordinate schedule to show completion of customer lobby areas first to allow Owner to occupy that area prior to completion of the project.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed/Notice of Award, Substantial Completion, and Final Completion

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.

3. Rejected or unreturned submittals.
4. Notations on returned submittals.

G. 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.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. Prepare network diagrams using AON (activity-on-node) format.

B. CPM Schedule: Prepare Contractor's Construction Schedule using a resource-loaded, time-scaled CPM network analysis diagram for the Work.
1. Develop network diagram in sufficient time to submit CPM schedule as required by the Notice of Award/Notice to Proceed.
    a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.

C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths. Provide a minimum of one activity group per project manual technical specification and all activities indicated on Schedule of Values. Include all applicable activities for each activity group.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    a. Review of Construction Documents.
    b. Review of site/building existing conditions.
    c. Preparation and processing of RFI's required based on review of Construction Documents and of site/building existing conditions. Plan for the necessity of RFI's and show on the schedule in the proper sequence to alleviate disruption and ensure completion by the milestone requirements.
    d. Preparation and processing of submittals.
    e. Plan for a minimum of one resubmittal per required technical specification.
    f. Mobilization and demobilization.
    g. Purchase of materials.
    h. Delivery.
    i. Fabrication.
    j. Utility interruptions.
    k. Installation.
    l. Work by Owner that may affect or be affected by Contractor's activities.

m. Testing and inspection.
n. Substantial Completion and Final Completion activities.
o. Activities occurring following Final Completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates. Include a minimum of two weeks of float built into the critical path before the Substantial Completion Milestone date.
   a. Owner shall be entitled to utilize areas during the period identified for construction in those areas up to the total amount of float without additional time or compensation to the Contractor.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
   a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
5. Resource-Loading of CPM Schedule: Assign resource loading to activities on the CPM schedule. Do not assign resources to submittal activities.

D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.

E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

1.8 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.
12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Construction Change Directives received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.
17. Partial completions and occupancies.
18. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field 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.

Special 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 one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CONTRACTOR’S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At intervals to match progress meetings, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Final Completion percentage for each activity.

B. 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. When revisions are made, distribute updated schedules to the same parties..

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:
1. Division 01 Section "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Division 01 Section "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
4. Division 01 Section "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
5. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
6. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Onwer’s responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals” or as follows:
1. Product Data
2. Shop Drawings
3. Samples
4. Contractor’s Construction Schedules
5. Submittal Schedules
6. Applications for Payment
7. Schedule of Values
8. Subcontractor Lists

B. Informational Submittals: Written and graphic information and physical samples that do not require Owner’s responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals” or as follows:
1. Maintenance Data.

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Owner and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

3. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action, informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Owner's final release or approval.
    g. Scheduled dates for purchasing.
    h. Scheduled dates for installation.
    i. Activity or event number.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

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. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Owner 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 Owner'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. Owner 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.

D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Owner.
3. Include the following information for processing and recording action taken:

a. Project name.
b. Date.
c. Name of Contractor.
d. Name of subcontractor.
e. Name of supplier.
f. Name of manufacturer.
g. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

h. Number and title of appropriate Specification Section.
i. Drawing number and detail references, as appropriate.
j. Location(s) where product is to be installed, as appropriate.
k. Other necessary identification.

E. Options: Identify options requiring selection by the Owner.

F. Deviations: Identify deviations from the Contract Documents on submittals.

G. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Owner will discard submittals received from sources other than Contractor.

1. Transmittal Form: Use CSI Form 12.1A facsimile of sample form included in Project Manual.

2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Owner on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. 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.
3. Resubmit submittals until they are marked with approval notation from Owner's action stamp.

I. 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.

J. Use for Construction: Use only final submittals that are marked with approval notation from Owner's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

B. 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 not suitable 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. Submit Product Data before or concurrent with Samples.

C. 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. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm) .
3. Submit Shop Drawings in the following format:

    a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

F. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

G. 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. Use CSI Form 1.5A. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

H. Material Safety Data Sheets (MSDS): Submit directly to Owner with no copies submitted to Architect.

I. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

PART 3 - EXECUTION

3.1 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 Owner.

B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section “Closeout Procedures”.

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, 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.

3.2 OWNER'S ACTION

A. General: Owner will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Owner will review each submittal and indicate corrections or modifications required, and return it. Owner will indicate action, as follows:
1. Reviewed
2. Rejected
3. Furnish as corrected
4. Revise and resubmit
5. Submit specified item

C. Informational Submittals: Owner will review each submittal and will not return it, or will return it if it does not comply with requirements. Owner will forward each submittal to appropriate party.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Owner.

E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

Advancement of Construction Technology

SUBMITTAL TRANSMITTAL

Project: _____ Date: _____

_____ A/E Project Number: _____

TRANSMITTAL A

To (Contractor): _____ Date: _____ Submittal No. _____

From (Subcontractor): _____ By: _____ ☐ Resubmission

Qty.	Reference / Number	Title / Description / Manufacturer	Spec. Section Title and Paragraph / Drawing Detail Reference

☐ Submitted for review and approval
☐ Resubmitted for review and approval
☐ Complies with contract requirements
☐ Will be available to meet construction schedule
☐ A/E review time included in construction schedule

☐ Substitution involved - Substitution request attached
☐ If substitution involved, submission includes point-by-point comparative data or preliminary details
☐ Items included in submission will be ordered immediately upon receipt of approval

Other remarks on above submission:

☐ One copy retained by sender

TRANSMITTAL B

To (A/E): _____ Attn: _____ Date Rec'd by Contractor: _____

From (Contractor): _____ By: _____ Date Trnsmt'd by Contractor: _____

☐ Approved
☐ Approved as noted

☐ Revise / Resubmit
☐ Rejected / Resubmit

Other remarks on above submission:

☐ One copy retained by sender

TRANSMITTAL C

To (Contractor): _____ Attn: _____ Date Rec'd by A/E: _____

From (A/E): _____ ☐ Other By: _____ Date Trnsmt'd by A/E: _____

☐ Approved
☐ Approved as noted
☐ Not subject to review
☐ No action required
☐ Revise / Resubmit
☐ Rejected / Resubmit
☐ Approved as noted / Resubmit

☐ Provide file copy with corrections identified
☐ Sepia copies only returned
☐ Point-by-point comparative data required to complete approval process
☐ Submission Incomplete / Resubmit

Other remarks on above submission:

☐ One copy retained by sender

TRANSMITTAL D

To (Subcontractor): _____ Attn: _____ Date Rec'd by Contractor: _____

From (Contractor): _____ By: _____ Date Trnsmt'd by Contractor: _____

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ One copy retained by sender

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September 1996
CSI Form 12.1A

Advancement of Construction Technology

SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project: _____ From (Contractor): _____

_____ Date: _____

To (A/E): _____ A/E Project Number: _____

_____ Contract For: _____

List Subcontractors and Major Material Suppliers proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section Number	Section Title	Firm	Address	Phone Number (Fax Number)	Contact

☐ Attachments

Signed by: Date:

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ File

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SECTION 014000 - QUALITY REQUIREMENTS

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. 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.

C. Related Sections;
1. Division 01 Section “Construction Progress Documentation” for developing a schedule of required tests and inspections.
2. Division 02 through 49 Sections for specific test and inspection requirements.

1.3 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. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).

G. 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."

H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

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 according to requirement for RFIs.

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 Owner for a decision before proceeding according to requirement for RFIs.

1.5 INFORMATIONAL SUBMITTALS

A. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

B. Reports: Prepare and submit certified written reports and documents as specified.

C. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.6 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 and 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.

1.7 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. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.

1. Requirements of authorities having jurisdiction supersede requirements for specialists.

F. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1.8 QUALITY CONTROL

A. Contractor Responsibilities: All tests and inspections 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. Engage a qualified testing agency to perform quality-control services.
3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. 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.

C. Testing Agency Responsibilities: Cooperate with Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

D. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

F. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.

1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
2. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

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 Owner.
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 Owner’s, Architect's and authorities' having jurisdiction reference during normal working hours.

1. 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 Division Section 01 "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 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Approved": When used to convey Owner's action on Contractor's submittals, applications, and requests, "approved" is limited to Owner's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Owner or Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
2. EPA - Environmental Protection Agency; www.epa.gov.
3. OSHA - Occupational Safety & Health Administration; www.osha.gov.

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

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. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 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, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 QUALITY ASSURANCE

A. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

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, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
   1. Provide only as desired by contractor. If provided coordinate location with Owner.

B. 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.

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.

   1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."

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.

C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

3.2 TEMPORARY UTILITY INSTALLATION

A. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
   1. Where anything below an outlet may be damaged by spillage or leakage, provide a drip pan of suitable size to eliminate water damage. Drain accumulated water promptly from pans.

B. Sanitary Facilities: Provide temporary toilets, wash 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.

1. Use of Permanent Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. Limit use to one restroom as designated by Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
   1. Connect temporary service to Owner's existing power source, as directed by Owner.

D. Telephone Service: Provide Superintendent with cellular telephone.

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 (9 m) of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
   2. Maintain support facilities until Owner 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. 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.

C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

D. Storage and Staging: Use designated areas of Project site for storage and staging needs. Coordinate locations with Owner.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."

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.

   1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary."

C. 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.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.

3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture and Mold Protection: Avoid trapping water in finished work. Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. 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.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. 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.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

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. 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.

B. Related Requirements:

1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
2. Section 012300 "Alternates" for products selected under an alternate.
3. Section 012500 "Substitution Procedures" for requests for substitutions.
4. Section 014200 "References" for applicable industry standards for products specified.
5. Section 01770 "Closeout Procedures" for submitting warranties.

1.3 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.
3. Comparable Product: Product that is demonstrated and approved through the submittal process 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 specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufactures named in the specification.

C. Evaluation of Comparable Products: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
   2. Owner's Action: If necessary, Owner will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Owner will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
      a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
      b. Use product specified if Owner does not issue a decision on use of a comparable product request within time allocated.

D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

E. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.4 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.

1.5 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.

C. Storage:

   1. Provide a secure location and enclosure at Project site for storage of materials and equipment.

2. Store products to allow for inspection and measurement of quantity or counting of units.
3. Store materials in a manner that will not endanger Project structure.
4. 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.
5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Contractor's construction forces. Coordinate location with Owner.

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 017700 "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. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Owner will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. 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. 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. 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.

    a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."

3. Products:
    a. Restricted List: 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**.** Comply with “Comparable Products” article for consideration of an unnamed product.

    b. Nonrestricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with “Comparable Products” article for consideration of an unnamed product.

4. 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 not be considered**.**
    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered**.** Comply with “Comparable Products” article for consideration of an unnamed manufacturer’s product.
    b. Where Specifications include a list of names of both manufacturers and products, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered**.** Comply with

"Comparable Products" article for consideration of an unnamed manufacturer's product.

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 indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Selection of other products that require modifications to other adjacent construction due to differences between the products are to be considered during bidding and will not result in additional cost to the Owner. Modifications required to other construction including the work of other contracts and the Architect's need to revise the Contract Documents are the responsibility of the contractor selecting the product that causes the need for modification. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

    a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Owner from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Owner will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Owner will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Owner 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.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - 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. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

B. Related Requirements:

1. Division 01 Section "Summary" for coordination of Owner-furnished products, Owner's separate contracts, and limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "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.
4. Division 01 Section “Cutting and Patching” for cutting and patching.
5. Division 02 Section "Selective Demolition" for demolition and removal of selected portions of the building.

1.2 INFORMATIONAL SUBMITTALS

A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS

2.1 MATERIALS

A. 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 Owner for the visual and functional performance of in-place materials. Use materials that are not considered hazardous..

B. 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, mechanical and electrical systems, 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. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. 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 local utility and 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 interpretation to Owner in accordance with requirements in Division 01 Section "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 Owner promptly.

B. General: Lay out the Work as required and as follows:

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.

3.4 FIELD ENGINEERING

A. 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.

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.
4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces, unless otherwise indicated on Drawings.

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 the best possible results. 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.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. 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.

G. 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.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Owner.
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.

H. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation methods that are not considered hazardous.

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 contractor.
   1. Refer to Division 01 Section "Summary" for other requirements for Owner-furnished, Contractor-installed products.

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.

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 (27 deg C).
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

      a. Use containers intended for holding waste materials of type to be stored.

   4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

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 Division 01 Section "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

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 Division 01 Section "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. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. 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. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Restore permanent facilities used during construction to their specified condition.

D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

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 includes procedural requirements for cutting and patching.

B. Related Sections include the following:
   1. Division 02 Section "Selective Demolition" for demolition of selected portions of the building.
   2. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work. Patching can be required as a result of cutting and/or demolition.

1.4 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include but are not limited to the following:
   1. Primary operational systems and equipment.
   2. Air or smoke barriers.
   3. Fire-suppression systems.
   4. Mechanical systems piping and ducts.
   5. Control systems.
   6. Communication systems.
   7. Conveying systems.
   8. Electrical wiring systems.
   9. Operating systems of special construction in Division 13 Sections.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include but are not limited to the following:
   1. Water, moisture, or vapor barriers.
   2. Membranes and flashings.
   3. Exterior curtain-wall construction.
   4. Equipment supports.
   5. Piping, ductwork, vessels, and equipment.
   6. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
   1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
   2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete and/or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
   2. Exposed Finish Surfaces (interior or exterior): Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
      a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
   a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
   b. Where patching occurs in a textured surface, apply texture over entire unbroken surface containing the patch so the patch blends with adjacent surfaces.
   c. Where patching occurs in an acoustical panel ceiling, match size, color and texture of existing ceiling. Provide suspension system as required.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

SECTION 017700 - CLOSEOUT 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. 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. Division 01 Section "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
2. Division 01 Section “Execution” for progress cleaning of Project site.
3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete. Form included in project manual.
2. Submit specific warranties, final certifications, and similar documents.
3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, and similar releases.
4. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, and similar final record information.
5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
7. Complete final cleaning requirements, including touchup painting.
8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

9. Submit Substantial Completion Application for Payment. Submit application according to Division 01 Section "Payment Procedures."

B. Inspection: Submit a written request for inspection for Substantial Completion “Request for Substantial Completion Inspection” Form included in project manual. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued. Coordinate submission to ensure that Certificate of Substantial Completion can be issued by Milestone Date for Substantial Completion.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
   1. Complete all Work.
   2. Submit certified copy of Owner’s Substantial Completion inspection list of items to be completed or corrected (punch list). The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Resolve all final Change Order(s)
   4. Submit a final Application for Payment according to Division 01 Section "Payment Procedures." Include all required waivers and consent of surety to final payment.
   5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   6. Submit Asbestos Free Certificate. Form contained in Project Manual.
   7. Return borrowed keys to Owner. Submit completed Receipt of Key Return signed by Owner. Form included in project manual.

B. Inspection: Submit a written request for final inspection (“Contractor’s Final Inspection Pre-Certification Letter”) for acceptance. Form included in project manual. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will review final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Coordinate submission to ensure that Final Completion can be certified by Milestone Date for Final Completion.
   2. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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. Sample form included at the end of this section.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:
    a. PDF electronic file.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

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 the Project Manual.
    1. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

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. Remove snow and ice to provide safe access to building.
f. Clean exposed 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.
g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
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.Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
o. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste-disposal requirements in Division 01 Section "Temporary Facilities and Controls."

END OF SECTION 017700

PROJECT SUBSTANTIAL /FINAL COMPLETION CLOSEOUT CHECKLIST

Project: RITA - Worthington Office Renovations

Contractor: <Contractor's Company Name>

Part 1-Prior to Substantial Completion

Before Substantial Completion can be achieved the following information must be properly submitted to the Owner in accordance with the terms of the Contract Documents:

	Item	Project Manual Section
☐	**Request for Substantial Completion Inspection** (See form provided)	017700
☐	**Contractor's Punchlist** (See form provided)	017700
☐	**Advise Owner of pending insurance changeover requirements**	017700
☐	**Warranties** (include in O & M Manual under separate tab)	017700
☐	**Occupancy Permits, Operating Certificates and Other Releases**	017700
☐	**Project Record Drawings**	017700 and 017839
☐	**Operation and Maintenance (O & M) Manual**	017700 and 017823
☐	**Complete Startup and Testing** (File information in O & M Manual)	017700
☐	**Removal of Temporary Facilities**	017700
☐	**Receipt for Extra Materials**	017700
☐	**Completed Owner's Demonstration (Training) Attendance Sheet** (See form provided)	017700
☐	**Final Cleaning**	017700
☐	**Properly Completed and Executed Pay Applications** (All Pay Applications except Final pay Application)	012900

Part 2-Following Substantial Completion-Prior to Final Completion

Following the issuance of the Substantial Completion Certificate (by the Owner) the following must be submitted to the Owner.

☐	**Punchlist Items Completed by Contractor**	017700
☐	**Contractor's Final Inspection Pre-Certification Letter** (See form provided)	017700
☐	**Final Change Order(s)** (If applicable)	
☐	**Final Application for Payment**	012900
☐	**Certificate of Insurance for Products and Completed Operations**	General Conditions 9.10.2 and 11.1.2.4
☐	**Asbestos Free Certificate** (See form provided)	General Conditions. 9.10.2
☐	**Receipt for Keys**(See form provided)	017700
☐	**Affidavit of Final Payment/Waiver of Liens** (AIA G706A form)	General Conditions 9.10.2
	☐ **Prime Contractor's Affidavit**	
	☐ **Subcontractor's Affidavit**	
☐	**Consent of Surety to Final Payment** (AIA G707 form)	General Conditions 9.10.2

Final payment to the contractor will only be made following the receipt and acceptance of the above documents.

(ON CONTRACTOR'S LETTERHEAD)

Request for Substantial Completion Inspection

Date: <Date>

Brett Tanner
Regional Income Tax Agency
760 Lakeview Plaza Blvd #400
Worthington, OH 43085

Project: RITA - Worthington Office Renovations

Dear Brett,

Please be advised that as of <Month> <Day>, 20 , <Contractor's Company Name> is ready for the Substantial Completion Inspection. We have attached our punchlist of items that remain to be completed or corrected, per specification section 017700, and the reason why these items cannot be completed, if not complete with the estimated cost of completion.

We have attached the completed Project Closeout Checklist. Final cleaning has been completed, and all temporary facilities have been removed.

Signed: _____

Printed Name: _____

Client:
Project:
Punchlist
Contractor:
Date:

Item Number	Description Of Item	Reason why item is not complete	Value of Item	Date Completed	

According to the terms of the Owner/Contractor agreement failure to include any item on this list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Receipt for Extra Materials

Contractor: <Contractor's Company Name> Date: <Date>

Project:

Sheet 1 of _____

Description of Item	Specification Section	Quantity Furnished	Owner Initials	Date Received

(Reproduce this form as many times as necessary, number consecutively)

The above listed items were turned over to the Owner, in good condition, and in the quantities listed above.

Signed:_____ Signed:_____

(Contractor's Representative) (Owner's Representative)

(On Contractor's Letterhead)

Final Inspection Pre-Certification Letter

Date: <Date>

Brett Tanner
Regional Income Tax Agency
760 Lakeview Plaza Blvd #400
Worthington, OH 43085

Re:
Project: RITA - Worthington Office Renovations
Subject: Final Inspection Pre-Certification

Brett:

The undersigned certifies that we have carefully reviewed the Contract Documents, and that the work under our contract for this project has been completed in compliance with and in accordance to the Contract Documents. In addition, we hereby certify that all deficiencies as noted on the Certificate of Substantial Completion have been corrected.

Furthermore, we hereby certify that all systems have been tested, adjusted, and are fully operational.

Finally, we hereby certify that all work has been installed per applicable building codes, and that our work is ready for Final Inspection.

Sincerely yours,

<Contractor's Company Name>

CONTRACTOR'S ASBESTOS-FREE CERTIFICATE

The undersigned Contractor certifies that:

1. it has disclosed to the Owner in writing every incident in which to its knowledge it discovered Asbestos Containing Materials ("ACM") during the course of the Contractor's Work at the _____ Project site; and

2. all materials incorporated by the undersigned into the Project are asbestos-free.

_____
(CONTRACTOR)

By: _____
(SIGNATURE)

_____
(TYPED OR PRINTED NAME)

Title: _____

Date: _____

Receipt for Keys

Contractor:

Project:

Keys Received from: _____
(Contractor's Representative)

Keys received by: _____
(Owner's Representative)

Date: _____

SECTION 017823 - OPERATION AND MAINTENANCE DATA

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 includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operations and Maintenance Manual including:
      a. Operation information for systems, subsystems, and equipment.
      b. Maintenance information for the care and maintenance of products, materials, and finishes and systems and equipment.

B. Related Sections include the following:
   1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
   2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
   3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
   4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

A. Initial Submittal: Submit two draft copies allowing the amount of time needed for owner’s review and contractor’s subsequent revisions.. Include a complete operation and maintenance directory. Owner will return one copy of draft and mark whether general scope and content of manual are acceptable.
   1. Correct or modify each manual to comply with Owner’s comments. Resubmit to allow for Owner’s approval to be completed before Substantial Completion milestone.

B. Final Submittal: Scan corrected manuals into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document. Submit digitally.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: 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, address, and telephone number of Contractor.
   6. Name and address of Architect.
   7. 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: Arrange contents alphabetically by system, subsystem, and equipment.

2.2 OPERATION INFORMATION

A. 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.
   2. Performance and design criteria if Contractor is delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.

5. Precautions against improper use.

B. Descriptions: Include the following:
1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Engineering data and tests.
8. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:
1. Routine and normal operating instructions.
2. Special operating instructions and procedures.

2.3 PRODUCT MAINTENANCE INFORMATION

A. 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.

B. 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.

C. 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.

D. 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.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. 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.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE INFORMATION

A. 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 warranty and bond information, as described below.

B. 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.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard printed maintenance instructions and bulletins.
   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.

D. 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.

E. 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.

F. 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.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. 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 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Product Maintenance Information: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Operation and Maintenance Information: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
   1. Prepare separate information for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, 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.
   1. 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.

D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
   1. Do not use original Project Record Documents as part of operation and maintenance manuals.
   2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

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. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.

B. Related Requirements:
1. Division 01 Section "Closeout Procedures" for general closeout procedures.
2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Division 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
1. Scan annotated Project Record Documents into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

1.4 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 understandable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.

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. Changes made by Change Order or Construction Change Directive.
    d. Changes made following Architect's written orders.
    e. Details not on the original Contract Drawings.
    f. Field records for variable and concealed conditions.
    g. Record information on the Work that is shown only schematically.
    h. Changes made by addendum.

3. Mark the Contract Drawings and Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
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 and newly prepared Record Drawings into manageable sets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file.
3. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of the Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples 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 Owner's reference during normal working hours.

END OF SECTION 017839

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Section Includes:

1. Demolition and removal of selected portions o interior of building or structure.
2. Removal of existing items for reinstallation.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017329 “Cutting and Patching for cutting and patching procedures.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage; prepare for reuse; and reinstall where indicated.

C. Existing to Remain: Existing items of construction that are not to be removed.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review areas where existing construction is to remain and requires protection. Review storage, protection, and accounting for items to be removed for salvage or reinstallation.

1.4 INFORMATIONAL SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Temporary interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

1.5 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Owner of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials:

1. It is not expected that hazardous materials will be encountered in the Work.

a. Hazardous materials will be removed by Owner before start of the Work.
b. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner. Hazardous materials will be removed by Owner under a separate contract.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner.

D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

3.2 PREPARATION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."

3.3 UTILITY SERVICES AND BUILDING SYSTEMS

A. Existing Services/Systems to Remain: Maintain utilities and building systems and equipment to remain and protect against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Maintain services/systems indicated to remain and protect them against damage.

3.4 SALVAGE/REINSTALL

A. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated by Owner. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Except for items or materials to be reused, reinstalled, or otherwise indicated to remain Owner's property, remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to 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 demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

A. Remove and Reinstall: Existing furniture designated by owner to keep. See Division 01 Section “Summary” for details regarding coordination of the work.

END OF SECTION 024119

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

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. Thermoset-rubber base.
   2. Thermoplastic-rubber base.
   3. Flooring Transition Strips.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Initial Selection: For each type of product indicated.

C. Product Schedule: For resilient base and accessory products. Use same designations indicated on Drawings.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.6 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following periods:
   1. 48 hours before installation.

2. During installation.
3. 48 hours after installation.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C)or more than 95 deg F (35 deg C).

C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 THERMOSET-RUBBER BASE, RB1

A. Basis of design product as Indicated by Finish Schedule in Contract Documents or equivalent, subject to compliance with requirements.

B. Product Standard: ASTM F1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).Style:
1. RB1: Traditional Vinyl Type TV - .125 inch thickness
   a. Style A, Straight: Provide in areas with carpet.
   b. Style B, Cove: Provide in areas with resilient floor coverings.

C. Height: As indicated on Drawings.

D. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.

E. Outside Corners: Job formed.

F. Inside Corners: Job formed.

G. Colors: As selected by Architect from manufacturer’s full range, refer to basis of design as listed in Finish Schedule in Contract Documents.

2.2 THERMOPLASTIC-RUBBER BASE, RB1

A. Basis of design product as Indicated by Finish Schedule in Contract Documents or equivalent, subject to compliance with requirements..

B. Product Standard: ASTM F1861, Type TP (rubber, thermoplastic).
1. Group: I (solid, homogeneous).
2. Style and Location:
   a. RB1: Traditional Vinyl Type TV - .125 inch thickness
      1) Style A, Straight: Provide in areas with carpet.
      2) Style B, Cove: Provide in areas with resilient floor coverings.

C. Height: As indicated on Drawings

D. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.

E. Outside Corners: Job formed.

F. Inside Corners: Job formed.

G. Colors: As selected by Architect from manufacturer’s full range, refer to Finish Schedule in Contract Documents for basis of design.

2.3 FLOORING TRANSITION STRIP, TS1

A. Basis of design product as Indicated by Finish Schedule in Contract Document or equivalent, subject to compliance with requirements..

B. Description: Metal reducer strip.

C. Profile and Dimensions: As indicated.

D. Locations: Provide metal transition strips in areas indicated in Contract Documents.

E. Colors and Patterns: As indicated by manufacturer's designations, refer to basis of design as listed in Finish Schedule in Contract Documents.

2.4 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

C. Stair-Tread Nose Filler: Two-part epoxy compound recommended by resilient stair-tread manufacturer to fill nosing substrates that do not conform to tread contours.

D. Metal Edge Strips: Extruded aluminum with mill finish, nominal 2 inches (50.8 mm) wide, of height required to protect exposed edges of flooring, and in maximum available lengths to minimize running joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

B. Proceed with installation only after unsatisfactory conditions have been corrected.
1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates for Resilient Stair Accessories: Prepare horizontal surfaces according to ASTM F710.
1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
4. Moisture Testing: Perform tests so that each test area does not exceed **200 sq. ft. (18.6 sq. m)**] [1000 sq. ft. (304.8 sq. m) and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
    a. Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
    b. Relative Humidity Test: Using in-situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75percent relative humidity level measurement.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install resilient products until materials are the same temperature as space where they are to be installed.
1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Job-Formed Corners:
   1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.
      a. Form without producing discoloration (whitening) at bends.
   2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.
      a. Miter or cope corners to minimize open joints.

3.4 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.

B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Perform the following operations immediately after completing resilient-product installation:
   1. Remove adhesive and other blemishes from surfaces.
   2. Sweep and vacuum horizontal surfaces thoroughly.
   3. Damp-mop horizontal surfaces to remove marks and soil.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

SECTION 096519 - RESILIENT TILE FLOORING

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. Luxury vinyl floor tile.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For each type of resilient floor tile.

   1. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
   2. Show details of special patterns.

C. Samples for Verification: Full-size units of each color and pattern of floor tile required.

D. Product Schedule: For floor tile. Use same designations indicated in Finish Schedule on Drawings.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials**,** from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

   1. Floor Tile: Furnish one box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store floor tiles on flat surfaces.

1.8 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer.

C. Close spaces to traffic during floor tile installation.

D. Close spaces to traffic for 48 hours after floor tile installation.

E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For resilient floor tile, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
   1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 LUXURY VINYL FLOOR TILE; LVT1
   1. Basis of design product as indicated by Finish Schedule in Contract Documents or equivalent.

B. Tile Standard: ASTM F 1700.

   1. Class: Class III, Printed Film Vinyl Tile.
   2. Type: B, Embossed Surface.

2.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates: Prepare according to ASTM F 710.
1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9pH.
4. Moisture Testing: Perform tests so that each test area does not exceed 1000 sq. ft. (304.8 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
    a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m)in 24 hours.
    b. Relative Humidity Test: Using in-situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install floor tiles until materials are the same temperature as space where they are to be installed.
1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

A. Comply with manufacturer's written instructions for installing floor tile.

B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
   1. Lay tiles in pattern indicated on Finish Plans in Contract Documents

C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.

D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.

E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.

G. Adhere floor tiles to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.

B. Perform the following operations immediately after completing floor tile installation:
   1. Remove adhesive and other blemishes from surfaces.
   2. Sweep and vacuum surfaces thoroughly.
   3. Damp-mop surfaces to remove marks and soil.

C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Cover floor tile until Substantial Completion.

END OF SECTION 096519

SECTION 096813 - TILE CARPETING

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 modular carpet tile.

B. Related Requirements:
   1. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet tile.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

   1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
   2. Include manufacturer's written installation recommendations for each type of substrate.

1.4 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.

B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:

   1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
   2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 10 sq. yd. (8.3 sq. m).

1.7 DELIVERY, STORAGE, AND HANDLING

A. Comply with CRI's "CRI Carpet Installation Standard."

1.8 FIELD CONDITIONS

A. Comply with CRI's "CRI Carpet Installation Standard" for temperature, humidity, and ventilation limitations.

B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at levels planned for building occupants during the remainder of the construction period.

C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.

1.9 WARRANTY

A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.

1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
2. Failures include, but are not limited to, the following:

a. More than 10 percent edge raveling, snags, and runs.
b. Dimensional instability.
c. Excess static discharge.
d. Loss of tuft-bind strength.
e. Loss of face fiber.
f. Delamination.

3. Warranty Period: Carpet Tile Lifetime Commercial Limited Warranty for EcoWorx® with Stain and Color from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE, CPT1.

A. Basis of design product as Indicated by Finish Schedule in Contract Documents or equivalent.

B. Color: As selected by Architect from manufacturer's full range, refer to basis of design as listed in Finish Schedule in Contract Documents .

C. Pattern: As selected by Architect, refer to Finish Schedule and Plans in Contract Documents

D. Applied Treatments:

1. Soil-Resistance Treatment: Manufacturer's standard treatment.
2. Antimicrobial Treatment: Manufacturer's standard treatment that protects carpet tiles..

E. Performance Characteristics:

1. Appearance Retention Rating: Severe traffic, 3.5 minimum according to ASTM D 7330.
2. Critical Radiant Flux Classification: Not less than 0.22 W/sq. cm according to NFPA 253.
3. Dry Breaking Strength: Not less than 100 lbf (445 N) according to ASTM D 2646.
4. Dimensional Tolerance: Within 1/32 inch (0.8 mm) of specified size dimensions, as determined by physical measurement.
5. Dimensional Stability: 0.2 percent or less according to ISO 2551 (Aachen Test).
6. Colorfastness to Crocking: Not less than 4, wet and dry, according to AATCC 165.
7. Colorfastness to Light: Not less than 4 after 40 AFU (AATCC fading units) according to AATCC 16, Option E.
8. Electrostatic Propensity: Less than 3.5 kV according to AATCC 134.

2.2 INSTALLATION ACCESSORIES

A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.

B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and are recommended by carpet tile manufacturer for releasable installation.

C. Metal Edge/Transition Strips: Extruded aluminum with mill. finish of profile and width shown, of height required to protect exposed edge of carpet, and of maximum lengths to minimize running joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.

B. Examine carpet tile for type, color, pattern, and potential defects.

C. Concrete Slabs: Verify that finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" and that surfaces are free of cracks, ridges, depressions, scale, and foreign deposits.

1. Moisture Testing: Perform tests so that each test area does not exceed 1000 sq. ft. (304.8 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.

a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
b. Relative Humidity Test: Using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
c. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.

3.2 PREPARATION

A. General: Comply with CRI's "Carpet Installation Standards" and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.

B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.

C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.

D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

A. General: Comply with CRI's "CRI Carpet Installation Standard," Section 18, "Modular Carpet" and with carpet tile manufacturer's written installation instructions.

B. Installation Method: As recommended in writing by carpet tile manufacturer.

C. Maintain dye-lot integrity. Do not mix dye lots in same area.

D. Maintain pile-direction patterns recommended by carpet tile manufacturer.

E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.

F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.

H. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

A. Perform the following operations immediately after installing carpet tile:

1. Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.
2. Remove yarns that protrude from carpet tile surface.
3. Vacuum carpet tile using commercial machine with face-beater element.

B. Protect installed carpet tile to comply with CRI's "Carpet Installation Standard," Section 20, "Protecting Indoor Installations."

C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813

SECTION 099123 - INTERIOR PAINTING

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. Primers.
2. Water-based finish coatings.
3. Solvent-based finish coatings.
4. Dry fall coatings.

B. Related Requirements:
1. Section 055113 "Metal Pan Stairs" for shop priming metal pan stairs.
2. Section 055213 "Pipe and Tube Railings" for shop priming and painting pipe and tube railings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include preparation requirements and application instructions.
2. Indicate VOC content.

B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

C. Product Schedule: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain each paint product from single source from single manufacturer.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Sherwin-Williams Company (The).
2. Benjamin Moore & Co.
3. ICI Paints.
4. PPG Architectural Finishes, Inc.
5. Pratt & Lambert.

2.2 PAINT PRODUCTS, GENERAL

A. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

B. Colors: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (CMUs): 12 percent.
3. Gypsum Board: 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:

1. SSPC-SP 2.
2. SSPC-SP 3.
3. SSPC-SP 11.

G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 INSTALLATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed in equipment rooms:

a. Equipment, including panelboards.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.

e. Metal conduit.
f. Plastic conduit.
g. Tanks that do not have factory-applied final finishes.
h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.

2. Paint the following work where exposed in occupied spaces:

a. Equipment, including panelboards.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
h. Other items as directed by Architect.

3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
3. Allow empty paint cans to dry before disposal.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Interior, institutional low-odor/VOC primer sealer. MPI #149.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Interior latex, institutional low odor/VOC, MPI Gloss Level 1, MPI #143..

B. CMU Substrates:

1. Institutional Low-Odor/VOC Latex System:

a. Block Filler: Interior/exterior latex block filler, MPI #4.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Interior, latex, institutional low odor/VOC, (MPI Gloss Level 5), MPI #147.

C. Steel Substrates:

1. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Water-based rust-inhibitive primer MPI #134.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Interior, latex, institutional low odor/VOC, semigloss (MPI Gloss Level 5), MPI #147.

2. Water-Based Dry-Fall System:

a. Prime Coat: Alkyd quick-dry primer for metal.
b. Topcoat: Water-based dry fall for galvanized steel, flat MPI #133..

D. Galvanized-Metal Substrates:

1. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Water-based galvanized primer.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Interior, latex, institutional low odor/VOC, eggshell.

2. Water-Based Dry-Fall System:

a. Prime Coat: Matching topcoat.
b. Topcoat: Water-based dry fall for galvanized steel, flat MPI #133.

E. Gypsum Board Substrates:

1. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Interior, institutional low-odor/VOC primer sealer, MPI #149.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Interior, latex, institutional low odor/VOC, gloss, MPI #147.

F. Insulation-Covering Substrates: Including pipe and duct coverings.

1. Institutional Low-Odor/VOC Latex System :

a. Prime Coat: Interior latex primer sealer.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Interior, latex, institutional low odor/VOC, eggshell.

END OF SECTION 099123

SECTION 102600 - WALL PROTECTION

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. Wall guards.
2. Corner guards.
3. Abuse-resistant wall coverings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, impact strength, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For each type of wall and door protection showing locations and extent.

1. Include plans, elevations, sections, and attachment details.

C. Samples for Initial Selection: For each type of impact-resistant wall-protection unit indicated, in each color and texture specified.

1. Include Samples of accent strips and accessories to verify color selection.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each type of exposed plastic material.

B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of wall and door protection product to include in maintenance manuals.

1. Include recommended methods and frequency of maintenance for maintaining best condition of plastic covers under anticipated traffic and use conditions. Include precautions against using cleaning materials and methods that may be detrimental to finishes and performance.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Corner-Guard Covers: Full-size plastic covers of maximum length equal to 2 percent of each type, color, and texture of cover installed, but no fewer than two, 48-inch- (1200-mm-) long units.
   2. Mounting and Accessory Components: Amounts proportional to the quantities of extra materials. Package mounting and accessory components with each extra material.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store wall and door protection in original undamaged packages and containers inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.

   1. Maintain room temperature within storage area at not less than 70 deg F (21 deg C) during the period plastic materials are stored.
   2. Keep plastic materials out of direct sunlight.
   3. Store plastic wall- and door-protection components for a minimum of 72 hours, or until plastic material attains a minimum room temperature of 70 deg F (21 deg C).

      a. Store corner-guard covers in a vertical position.

1.8 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of wall- and door-protection units that fail in materials or workmanship within specified warranty period.

   1. Failures include, but are not limited to, the following:

      a. Structural failures including detachment of components from each other or from the substrates, delamination, and permanent deformation beyond normal use.
      b. Deterioration of metals, metal finishes, plastics, and other materials beyond normal use.

   2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain wall protection products from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Surface Burning Characteristics: Comply with ASTM E84 or UL 723; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: 25 or less.
2. Smoke-Developed Index: 450 or less.

B. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1.

2.3 WALL GUARDS, WG

A. Opaque-Plastic Chair Rail: Standard-duty, assembly consisting of continuous snap-on cover installed over continuous retainer.
1. Basis of design product as indicated by Finish Schedule in Contract Documents or equivalent.
2. Cover: Extruded rigid plastic, minimum 0.070-inch (1.8-mm) wall thickness; in dimensions and profiles indicated on Drawings.

a. Profile: As indicated in Contract Documents.
b. Color and Texture: As indicated in Contract Documents.

3. Retainer: Minimum 0.060-inch- (1.5-mm-) thick, one-piece, extruded aluminum.
4. Bumper: Continuous, resilient bumper cushion(s).
5. End Caps and Corners: Prefabricated, injection-molded plastic; color matching cover; field adjustable for close alignment with snap-on cover.
6. Accessories: Concealed splices and mounting hardware.
7. Mounting: Per manufacturers standards.

2.4 CORNER GUARDS, CG

A. Surface-Mounted, Metal Corner Guards : Fabricated as one piece from formed or extruded metal with formed edges; with 90- or 135-degree turn to match wall condition.
1. Material: Stainless-steel sheet.

a. Thickness: Minimum 0.0625 inch (1.6 mm).
b. Finish: Directional satin, No. 4.
c. Wing Size: Nominal 2-1/2 by 2-1/2 inches (65 by 65 mm).
d. Corner Radius: 3/4 inch (19 mm).

e. Mounting: Per manufacturers standards..

2.5 ABUSE-RESISTANT WALL COVERINGS

A. Abuse-Resistant Sheet Wall Covering WP1 : Fabricated from semirigid, plastic sheet wall-covering material.

1. Basis of Design product as indicated by Finish Schedule in Contract Documents or equivalent.
2. Size: 48" width x 15 yd roll (13.7m) .
3. Sheet Thickness: 0.040 inch (1.0 mm)
4. Color and Texture: As selected by Architect from manufacturer's full range, refer to basis of design as indicated by Finish Schedule in Contract Documents..
5. Height: As indicated.
6. Trim and Joint Moldings: Extruded rigid plastic that matches wall-covering color.
7. Mounting: Adhesive.

2.6 MATERIALS

A. Plastic Materials: Chemical- and stain-resistant, high-impact-resistant plastic with integral color throughout; extruded and sheet material as required, thickness as indicated.

B. Fasteners: Aluminum, nonmagnetic stainless-steel, or other noncorrosive metal screws, bolts, and other fasteners compatible with items being fastened. Use security-type fasteners where exposed to view.

C. Adhesive: As recommended by protection product manufacturer.

2.7 FABRICATION

A. Fabricate wall and door protection according to requirements indicated for design, performance, dimensions, and member sizes, including thicknesses of components.

B. Curved Panels: Preform curved semirigid, abuse-resistant sheet wall covering in factory for radius and sheet thickness as follows:

1. Sheet Thickness of 0.040 Inch (1.0 mm): 24-inch (610-mm) radius.

C. Factory Assembly: Assemble components in factory to greatest extent possible to minimize field assembly. Disassemble only as necessary for shipping and handling.

D. Quality: Fabricate components with uniformly tight seams and joints and with exposed edges rolled. Provide surfaces free of wrinkles, chips, dents, uneven coloration, and other imperfections. Fabricate members and fittings to produce flush, smooth, and rigid hairline joints.

2.8 FINISHES

A. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and wall areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine walls to which wall and door protection will be attached for blocking, grounds, and other solid backing that have been installed in the locations required for secure attachment of support fasteners.

1. For wall and door protection attached with adhesive, 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.

3.2 PREPARATION

A. Complete finishing operations, including painting, before installing wall and door protection.

B. Before installation, clean substrate to remove dust, debris, and loose particles.

3.3 INSTALLATION

A. Installation Quality: Install wall and door protection according to manufacturer's written instructions, level, plumb, and true to line without distortions. Do not use materials with chips, cracks, voids, stains, or other defects that might be visible in the finished Work.

B. Mounting Heights: Install wall and door protection in locations and at mounting heights indicated on Drawings.

C. Accessories: Provide splices, mounting hardware, anchors, trim, joint moldings, and other accessories required for a complete installation.

1. Provide anchoring devices and suitable locations to withstand imposed loads.
2. Where splices occur in horizontal runs of more than 20 feet (6.1 m), splice aluminum retainers and plastic covers at different locations along the run, but no closer than 12 inches (305 mm) apart.
3. Adjust end and top caps as required to ensure tight seams.

D. Abuse-Resistant Wall Covering: Install top and edge moldings, corners, and divider bars as required for a complete installation.

3.4 CLEANING

A. Immediately after completion of installation, clean plastic covers and accessories using a standard ammonia-based household cleaning agent.

B. Remove excess adhesive using methods and materials recommended in writing by manufacturer.

END OF SECTION 102600

SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

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. Public-use washroom accessories.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
3.

1.4 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories

B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the work.

PART 2 - PRODUCTS

2.1 PUBLIC-USE WASHROOM ACCESSORIES

1. Mirror Unit, MR1: Basis of design product as indicated by Finish Schedule in Contract Documents.
   a. Frame: As indicated on drawings.

   b. Corners: Manufacturer's standard.
   c. Size: As indicated on Drawings.

d. Hangers: Manufacturer's standard rigid, tamper and theft resistant.

2.2 MATERIALS

A. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304, 0.031-inch- (0.8-mm-) minimum nominal thickness unless otherwise indicated.

B. Galvanized-Steel Mounting Devices: ASTM A153/A153M, hot-dip galvanized after fabrication.

C. Fasteners: Screws, bolts, and other devices of same material as accessory unit, unless otherwise recommended by manufacturer or specified in this Section, and tamper and theft resistant where exposed, and of stainless or galvanized steel where concealed.

D. Mirrors: ASTM C1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

2.3 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

1. Remove temporary labels and protective coatings.

3.2 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.

B. Clean and polish exposed surfaces according to manufacturer's written instructions.

END OF SECTION 102800

SECTION 123216 - MANUFACTURED PLASTIC-LAMINATE-CLAD CASEWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic-laminate-clad casework.
2. Hardware and accessories.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood blocking for anchoring casework.
2. Section 092216 "Non-Structural Metal Framing" for reinforcements in metal-framed partitions for anchoring casework.
3. Section 096513 "Resilient Base and Accessories" for resilient base applied to plastic-laminate-clad casework.
4. Section 123623.13 "Plastic-Laminate-Clad Countertops."

1.2 DEFINITIONS

A. Definitions in the AWI/AWMAC/WI's "Architectural Woodwork Standards" apply to the Work of this Section.

1.3 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that casework can be supported and installed as indicated.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Plastic-laminate-clad casework.
2. Hardware and accessories.

B. Shop Drawings: For plastic-laminate-clad casework.

1. Include plans, elevations, sections, and attachments to other work including blocking and reinforcements required for installation.
2. Indicate types and sizes of casework.
3. Indicate manufacturer's catalog numbers for casework.
4. Show fabrication details, including types and locations of hardware.
5. Indicate locations of and clearances from adjacent walls, doors, windows, other building

components, and equipment.

C. Keying Schedule: Include schematic keying diagram, and index each key set to unique designations that are coordinated with the Contract Documents.

D. Samples for Initial Selection: For substitution requests only for casework and hardware finishes.

E. Samples for Verification: For the following:

1. Plastic Laminates: 8 by 10 inches , for substitution requests only for each type, color, pattern, and surface finish required.

a. Provide one Sample applied to core material with specified edge material applied to one edge.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer .

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect finished surfaces during handling and installation with protective covering of polyethylene film or other suitable material.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install casework until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during remainder of construction period. Maintain temperature and relative humidity during remainder of construction period in range recommended for Project location by the AWI/AWMAC/WI's "Architectural Woodwork Standards."

B. Established Dimensions: Where casework is indicated to fit to other construction, establish dimensions for areas where casework is to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

C. Locate concealed framing, blocking, and reinforcements that support casework by field measurements before enclosing them, and indicate measurements on Shop Drawings.

1.8 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of casework that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Delamination of components or other failures of glue bond.
b. Warping of components.
c. Failure of operating hardware.

2. Warranty Period: Ten years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR CASEWORK

A. Quality Standard: Unless otherwise indicated, comply with the AWI/AWMAC/WI's "Architectural Woodwork Standards" for grades of casework indicated for construction, finishes, installation, and other requirements.

1. Grade: Custom .
2. Provide labels and certificates from AWI certification program indicating that casework complies with requirements of grades specified.

a. Contractor to register the Work under this Section with AWI's Quality Certification Program at www.awiqcp.org or by calling 855-345-0991.

B. Product Designations:

1. Drawings indicate sizes, configurations, and finish materials of manufactured plastic-laminate-clad casework by referencing designated manufacturer's catalog numbers. Other manufacturers' casework of similar sizes and door and drawer configurations, of same finish materials, and complying with the Specifications may be considered. See Section 016000 "Product Requirements."

2.2 PLASTIC-LAMINATE-CLAD CASEWORK

A. Source Limitations: Obtain from single source from single manufacturer.

B. Design: Frameless cabinet construction with the following door and drawer-front style:

1. Flush overlay.

C. Grain Direction for Wood-Grain Plastic Laminate:

1. Doors: Vertical with continuous vertical matching.
2. Drawer Fronts: Vertical with continuous vertical matching .
3. Face Frame Members: Lengthwise.
4. End Panels: Vertical.
5. Bottoms and Tops of Units: Side to side.
6. Knee Space Panels: Vertical.
7. Aprons: Horizontal.

D. Exposed Materials:

1. Plastic-Laminate Grade: VGS .

    a. Colors and Patterns: Match Architect's samples . Refer to Casework Schedule and Finish Schedule in contract drawings.

2. Edgebanding: PVC .

    a. PVC Edgebanding Color: As selected by Architect from casework manufacturer's full range .

E. Semiexposed Materials:

1. Plastic Laminate: Grade VGS unless otherwise indicated. Provide plastic laminate for semiexposed surfaces unless otherwise indicated.

    a. Colors and Patterns: As selected by Architect from manufacturer's full range .

2. Hardboard: Use only for cabinet backs where exterior side of back is not exposed.
3. Unless otherwise indicated, provide specified edgebanding on all semiexposed edges.

F. Concealed Materials:

1. Solid Wood: With no defects affecting strength or utility.
2. Plywood: Hardwood plywood.
3. Plastic Laminate: Grade VGS.
4. Particleboard.
5. MDF.
6. Hardboard.

2.3 HARDWARE AND ACCESSORIES

A. Hardware: Unless otherwise indicated, provide manufacturer's standard satin-finish , commercial-quality, heavy-duty hardware.

1. Use threaded metal or plastic inserts with machine screws for fastening to particleboard except where hardware is through-bolted from back side.

B. Frameless Concealed Hinges: ANSI/BHMA A156.9, Type B01602 , self-closing . Provide two hinges for doors less than **48 inches** high, and provide three hinges for doors more than **48 inches** high.

1. Degrees of Opening: 135 degrees.

C. Wire Pulls: Solid stainless steel wire pulls, fastened from back with two screws.

1. Provide two pulls for drawers more than **24 inches** wide.

D. Door and Drawer Bumpers: Self-adhering, clear silicone rubber.

1. Doors: Provide one bumper at top and bottom of closing edge of each swinging door.
2. Drawers: Provide one bumper on back side of drawer front at each corner.

E. Drawer Slides: ANSI/BHMA A156.9.

1. Manufacturer's standard.
2. Standard Duty: Side mount .
3. Heavy Duty: Side mount .

    a. Type: Full extension.
    b. Material: Zinc-plated steel slides.

4. General-purpose drawers; provide 100 lb load capacity.
5. File drawers; provide 150 lb load capacity.

F. Drawer and Hinged-Door Locks: Cylindrical (cam) type, five-pin tumbler, brass with chrome-plated finish, and complying with ANSI/BHMA A156.11, Grade 1.

1. Provide a minimum of two keys per lock and six master keys.
2. Provide locks on every door and drawer .

    a. Master key for up to 500 key changes.

2.4 MATERIALS

A. Maximum Moisture Content for Lumber: 7 percent for hardwood and 12 percent for softwood.

B. Hardwood Plywood: HPVA HP-1, particleboard core except where veneer core is indicated.

C. Softwood Plywood: DOC PS 1.

D. Particleboard: ANSI A208.1, Grade M-2.

E. MDF: Medium-density fiberboard, ANSI A208.2, Grade 130 .

F. Hardboard: ANSI A135.4, Class 1 tempered.

G. Plastic Laminate: High-pressure decorative laminate complying with ISO 4586-3.

1. Basis-of-Design product as indicated by Finish Schedule in Contract Documents.
2. Source Limitations: Obtain from single source from single manufacturer.

H. PVC Edgebanding for Plastic Laminate: Rigid PVC extrusions, through color with satin finish, 3.0 mm thick at doors and drawer fronts, 1.0 mm thick elsewhere.

2.5 FABRICATION

A. Plastic-Laminate-Clad Cabinet Construction: As required by referenced quality standard, but not less than the following:

1. Bottoms and Ends of Cabinets, and Tops of Wall Cabinets and Tall Cabinets: **3/4-inch** particleboard.
2. Shelves: 3/4-inch- thick particleboard .

3. Backs of Casework: **1/2-inch-** thick particleboard or MDF where exposed, 1/4-inch-thick, veneer-core hardwood plywood dadoed into sides, bottoms, and tops where not exposed.
4. Drawer Fronts: **3/4-inch** particleboard.
5. Drawer Sides and Backs: **1/2-inch-** thick particleboard or MDF , with glued dovetail or multiple-dowel joints.
6. Drawer Bottoms: **1/4-inch-** thick particleboard or MDF glued and dadoed into front, back, and sides of drawers. Use 1/2-inch material for drawers more than 24 inches wide.
7. Drawer Bodies: Steel drawer pans formed from **0.0359-inch-** thick metal, metallic phosphate treated, and finished with manufacturer's standard two-coat, baked-enamel finish consisting of prime coat and thermosetting topcoat with a minimum dry film thickness of **1 mil** for topcoat and **2 mils** for system.
8. Cabinet Doors:

    a. 48 Inches**3/4 inch** thick, with particleboard or MDF cores .
    b. 48 Inches 1-1/8 inches thick, with particleboard cores.

B. Filler Strips: Provide as needed to close spaces between casework and walls, ceilings, and equipment. Fabricate from same material and with same finish as casework.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, with Installer present, for compliance with requirements for installation tolerances, location of framing and reinforcements, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Grade: Install casework to comply with same quality standard grade as item to be installed.

B. Install casework level, plumb, and true in line; shim as required using concealed shims. Where casework abuts other finished work, apply filler strips and scribe for accurate fit, with fasteners concealed where practical.

C. Base Cabinets: Set cabinets straight, level, and plumb. Adjust subtops within **1/16 inch** of a single plane. Align similar adjoining doors and drawers to a tolerance of **1/16 inch**. Bolt adjacent cabinets together with joints flush, tight, and uniform.

D. Wall Cabinets: Hang cabinets straight, level, and plumb. Adjust fronts and bottoms within **1/16 inch** of a single plane. Fasten cabinets to hanging strips, masonry, framing, wood blocking, or reinforcements in walls and partitions. Align similar adjoining doors to a tolerance of **1/16 inch**.

E. Fasten casework to adjacent units and to masonry, framing, wood blocking, or reinforcements in walls and partitions to comply with the AWI/AWMAC/WI's "Architectural Woodwork

Standards."

F. Install hardware uniformly and precisely. Set hinges snug and flat in mortises unless otherwise indicated. Adjust and align hardware so moving parts operate freely and contact points meet accurately. Allow for final adjustment after installation.

G. Adjust operating hardware so doors and drawers operate smoothly without warp or bind. Lubricate operating hardware as recommended by manufacturer.

3.3 CLEANING

A. Repair or remove and replace defective work as directed on completion of installation.

B. Clean finished surfaces, touch up as required, and remove or refinish damaged or soiled areas to match original factory finish, as approved by Architect.

END OF SECTION 12 32 16

SECTION 123661.16 - SOLID SURFACING COUNTERTOPS

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. Solid surface material countertops.

1.3 ACTION SUBMITTALS

A. Product Data: For countertop materials.

B. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.

1. Show locations and details of joints.
2. Show direction of directional pattern, if any.

C. Samples for Verification: For the following products:

1. Countertop material, 6 inches (150 mm) square.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For solid surface material countertops to include in maintenance manuals. Include Product Data for care products used or recommended by Installer and names, addresses, and telephone numbers of local sources for products.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate countertops similar to that required for this Project, and whose products have a record of successful in-service performance.

B. Installer Qualifications: Fabricator of countertops.

1.7 FIELD CONDITIONS

A. Field Measurements: Verify dimensions of countertops by field measurements after base cabinets are installed but before countertop fabrication is complete.

1.8 COORDINATION

A. Coordinate locations of utilities that will penetrate countertops or backsplashes.

PART 2 - PRODUCTS

2.1 SOLID SURFACE COUNTERTOP MATERIALS, SS1

A. Solid Surface Material: Homogeneous-filled plastic resin complying with ICPA SS-1.
   1. Basis of design as indicted by Finish Schedule in Contract Documents.
   2. Type: Provide Standard type unless Special Purpose type is indicated.
   3. Integral Sink Bowls: Comply with CSA B45.5/IAPMO Z124.
   4. Colors and Patterns: Match Architect's samples, refer to Finish Schedule in Contract Documents for basis of design.

B. Plywood: Exterior softwood plywood complying with DOC PS 1, Grade C-C Plugged, touch sanded.

2.2 COUNTERTOP FABRICATION

A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."

   1. Grade: Custom.

B. Configuration:

   1. Front: Straight, slightly eased at top.
   2. Backsplash: Straight, slightly eased at corner.

C. Countertops: 1/2-inch- (12.7-mm-) thick, solid surface material with front edge built up with same material.

D. Joints: Fabricate countertops in sections for joining in field.

   1. Joint Locations: Not within 18 inches (450 mm) of a sink or cooktop and not where a countertop section less than 36 inches (900 mm) long would result, unless unavoidable.
   2. Splined Joints: Accurately cut kerfs in edges at joints for insertion of metal splines to maintain alignment of surfaces at joints . Make width of cuts slightly more than thickness of splines to provide snug fit. Provide at least three splines in each joint.

E. Cutouts and Holes:

1. Counter-Mounted Plumbing Fixtures: Prepare countertops in shop for field cutting openings for counter-mounted fixtures. Mark tops for cutouts and drill holes at corners of cutout locations. Make corner holes of largest radius practical.
2. Fittings: Drill countertops in shop for plumbing fittings, undercounter soap dispensers, and similar items.

2.3 INSTALLATION MATERIALS

A. Adhesives: Use adhesives that meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Adhesive: Product recommended by solid surface material manufacturer.

C. Sealant for Countertops: Comply with applicable requirements in Section 079200 "Joint Sealants."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates to receive solid surface material countertops and conditions under which countertops will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of countertops.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install countertops level to a tolerance of 1/8 inch in 8 feet (3 mm in 2.4 m), 1/4 inch (6 mm) maximum. Do not exceed 1/64-inch (0.4-mm) difference between planes of adjacent units.

B. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Predrill holes for screws as recommended by manufacturer. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

C. Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane.

D. Secure countertops to subtops with adhesive according to solid surface material manufacturer's written instructions. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

E. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.

1. Install metal splines in kerfs in countertop edges at joints where indicated. Fill kerfs with adhesive before inserting splines and remove excess immediately after adjoining units are drawn into position.
2. Clamp units to temporary bracing, supports, or each other to ensure that countertops are properly aligned and joints are of specified width.

F. Install backsplashes and end splashes by adhering to wall and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears.

G. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.

1. Seal edges of cutouts in particleboard subtops by saturating with varnish.

H. Apply sealant to gaps at walls; comply with Section 079200 "Joint Sealants."

END OF SECTION 123661.16